

MEMORANDUM

Agenda Item No. 8(M) (1)

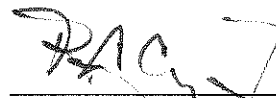
TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

FROM: R. A. Cuevas, Jr.
County Attorney

SUBJECT: Resolution authorizing the
acceptance of eight (8)
environmentally endangered
lands covenants

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Co-Prime Sponsors Vice Chair Lynda Bell and Commissioner Xavier L. Suarez.



R. A. Cuevas, Jr.
County Attorney

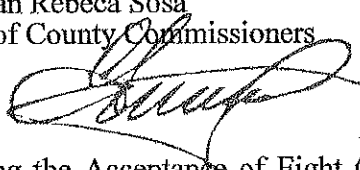
RAC/smm

Memorandum



Date: December 3, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor 

Subject: Resolution Authorizing the Acceptance of Eight (8) Environmentally Endangered Lands
Covenants in Miami-Dade County

Recommendation

It is recommended that the Board approve the attached resolution authorizing the acceptance of eight (8) covenants running with the land for the preservation and maintenance of environmentally endangered lands listed below and attached hereto.

Scope

These covenants are for properties located in Commission Districts 7 and 8 (Commissioners Suarez and Bell).

Fiscal Impact/Funding Source

In accordance with Sec. 193.501(3)(a) of the Florida Statutes and Chapter 25 B of the Miami-Dade County Code, originally adopted in 1979, these properties will receive preferential tax treatment through reductions in their assessed values from the Miami-Dade County Property Appraiser upon execution of the covenants and approval by the Board.

Track Record/Monitor

The Manager of the Natural Resources Planning Section, Craig Grossenbacher, in the Department of Regulatory and Economic Resources, Division of Environmental Resources Management, will monitor these covenants.

Background

Chapter 25B (Article II) of the Miami-Dade County Code was approved by the Board under Ordinance No. 79-105 on December 4, 1979. This ordinance allows qualifying owners in Miami-Dade County to voluntarily enter into a 10-year covenant with the Board, stipulating that their property will be preserved and maintained in its natural state subject to one or more conservation restrictions. The purpose of the ordinance is to provide an economic incentive for owners of environmentally endangered lands, such as hammocks and pinelands, who choose to manage their land in a natural state and thereby maintain the land's natural resource values. Renewals of existing covenants for additional 10-year periods are available to willing property owners.

Upon approval by the Board and execution of the covenants, the properties will receive preferential tax treatment through a reduction in their assessed value from the Miami-Dade County Property appraiser in accordance with the criteria in Section 193.501(3)(a), Florida Statutes. This will result in tax savings to the property owners. In the event that a property owner breaches any portion of the covenant, the property owner is then liable for all back taxes (i.e. taxes that would have been required had the endangered land assessment not been obtained) plus state-mandated interest penalties on the back taxes.

Under Chapter 25B of the Code, the Department of Regulatory and Economic Resources shall review proposed covenants and make recommendations to the Board as to whether the land qualifies as environmentally endangered. To qualify, lands must have unique ecological characteristics, have

features of a rare or limited nature constituting wildlife habitat, have coastal protection elements or have scientific, geologic or archaeological significance. Examples of lands qualifying under Chapter 25B are mangrove forests, hammock and tree islands, pinelands, wetlands and native cypress forests.

There are currently 85 properties with environmentally endangered lands covenants in Miami-Dade County, comprising a total of 427.7 acres. Many of the existing covenanted properties include pine rocklands. Pine rocklands, interspersed with tropical hardwood hammocks, once covered 185,000 acres of Miami-Dade County but have now been officially designated as a globally imperiled habitat. Over 225 native plants occur in pine rocklands with more than 20% of those species being endemic and five species being federally listed as threatened or endangered.

Once a site has been determined to qualify as environmentally endangered, the application and covenant are submitted to the Board for approval. The sites listed below meet the criteria for environmentally endangered lands. Therefore, the attached resolution is recommended for approval of the eight (8) environmentally endangered lands covenants for the following properties.

New Covenants

- A) Bobbe W. Dooley (0.38-acre rockland hammock)
Folio 20-5013-023-0380 located at 6540 SW 134 Dr, Miami-Dade County, Florida.
- B) Raymond T. Crissey TRS (2.26 acres of tropical hardwood hammock)
Folio 30-6933-000-0252 located in the vicinity of SW 268 St & SW 154 Ave, Miami-Dade County, Florida.
- C) Raymond T. Crissey TRS (2.64 acres of tropical hardwood hammock)
Folio 30-6933-000-0254 located in the vicinity of SW 268 St & SW 154 Ave, Miami-Dade County, Florida.

Renewal Covenants

- D) Arlene M. Samalion & L. L. Samalion (5.29 acres of pine rockland)
Folio 30-6929-000-0371 located at 26251 SW 162 Ave, Miami-Dade County, Florida.
- E) John Bolash IV TRS (1.21 acres of pine rockland)
Folio 30-6924-000-0940 located in the vicinity of SW 236 St. & SW 125 Ave., Miami-Dade County, Florida.
- F) Keith E. Fleri (0.90-acre pine rockland and tropical hardwood hammock)
Folio 30-6835-000-0092 located at 26955 SW 192 Ave, Miami-Dade County Florida.
- G) Todd P. Lary & Diane E. (4.50 acres of pine rockland and tropical hardwood hammock)
Folio 30-6921-000-0110 located at 14870 SW 238 St, Miami-Dade County Florida.
- H) Terry Glancy & Barbara (14 acres of pine rockland)
Folio 30-7809-000-0710 located at 21100 SW 300 St, Miami-Dade County, Florida.



Jack Osterholt, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 3, 2013

FROM: 
R. A. Cuevas, Jr.
County Attorney

SUBJECT: Agenda Item No. 8(M)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(M) (1)
12-3-13

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE ACCEPTANCE OF
EIGHT (8) ENVIRONMENTALLY ENDANGERED
LANDS COVENANTS IN MIAMI-DADE COUNTY,
FLORIDA

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

WHEREAS, the attached eight (8) covenants, covering properties identified as folio 20-5013-023-0380 and located at 6540 SW 134 Drive (0.38-acre rockland hammock); folio 30-6933-000-0252 and located in the vicinity of SW 268 Street & SW 154 Avenue (2.26 acres of tropical hardwood hammock); folio 30-6933-000-0254 and located in the vicinity of SW 268 Street & SW 154 Avenue (2.64 acres of tropical hardwood hammock); folio 30-6929-000-0371 and located at 26251 SW 162 Avenue (5.29 acres of pine rockland); folio 30-6924-000-0940 and located in the vicinity of SW 236 Street & SW 125 Avenue (1.21 acres of pine rockland); folio 30-6835-000-0092 and located at 26955 SW 192 Avenue (0.90-acre pine rockland and tropical hardwood hammock); folio 30-6921-000-0110 and located at 14870 SW 238 Street (4.50 acres of pine rockland and tropical hardwood hammock); folio 30-7809-000-0110 and located at 21100 SW 300 Street (14 acres of pine rockland) have been submitted pursuant to Chapter 25B of the Code of Miami-Dade County, and Section 193.501, Florida Statutes, which both provide for beneficial ad valorem tax classifications for outdoor recreational or parkland and environmentally endangered lands; and

WHEREAS, the attached covenants have been executed and are being proffered to this Board for acceptance, as indicated in the Mayor's memorandum, a copy of which is attached hereto and incorporated herein by reference; and

WHEREAS, this Board finds that the attached covenants meet the criteria for County acceptance as set forth in Chapter 25B of the Code of Miami-Dade County,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby accepts the attached covenants and, pursuant to Resolution No. R-974-09, hereby directs the Mayor or the Mayor's designee to record the aforementioned covenants accepted herein and applicable joinders by mortgagees in the Public Records of Miami-Dade County, Florida; and to provide recorded copies of the covenants accepted herein and applicable joinders to the Clerk of the Board within thirty (30) days of acceptance of the covenants and applicable joinders; directs the Clerk of the Board to attach and permanently store recorded copies of the covenants and applicable joinders together with this Resolution; and directs the Mayor or the Mayor's designee to forward certified copies of same to the Property Appraiser.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman
Lynda Bell, Vice Chair

Bruno A. Barreiro
Jose "Pepe" Diaz
Sally A. Heyman
Jean Monestime
Sen. Javier D. Souto
Juan C. Zapata

Esteban L. Bovo, Jr.
Audrey M. Edmonson
Barbara J. Jordan
Dennis C. Moss
Xavier L. Suarez


The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of December, 2013. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Abbie Schwaderer-Raurell

ATTACHMENT A

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 6540 SW 134
DRIVE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 20-
5013-023-0380

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the

real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.
9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 6th day of August, 2013.

INDIVIDUAL

WITNESSES:

sign

print

sign

print

sign

print

sign

print

OWNER(S):

sign

print

Address

sign

print

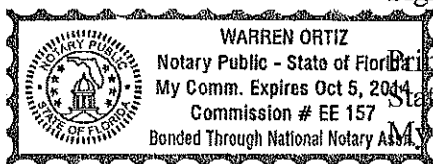
Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 6th day of August, 2013, by Bobbie W. Dooley, who is personally known to me or who has produced FCPC as identification and who did take an oath.

NOTARY PUBLIC:

Sign



State of Florida at Large (Seal)

Commission Expires: OCT 5, 2014

THIS INSTRUMENT PREPARED BY:

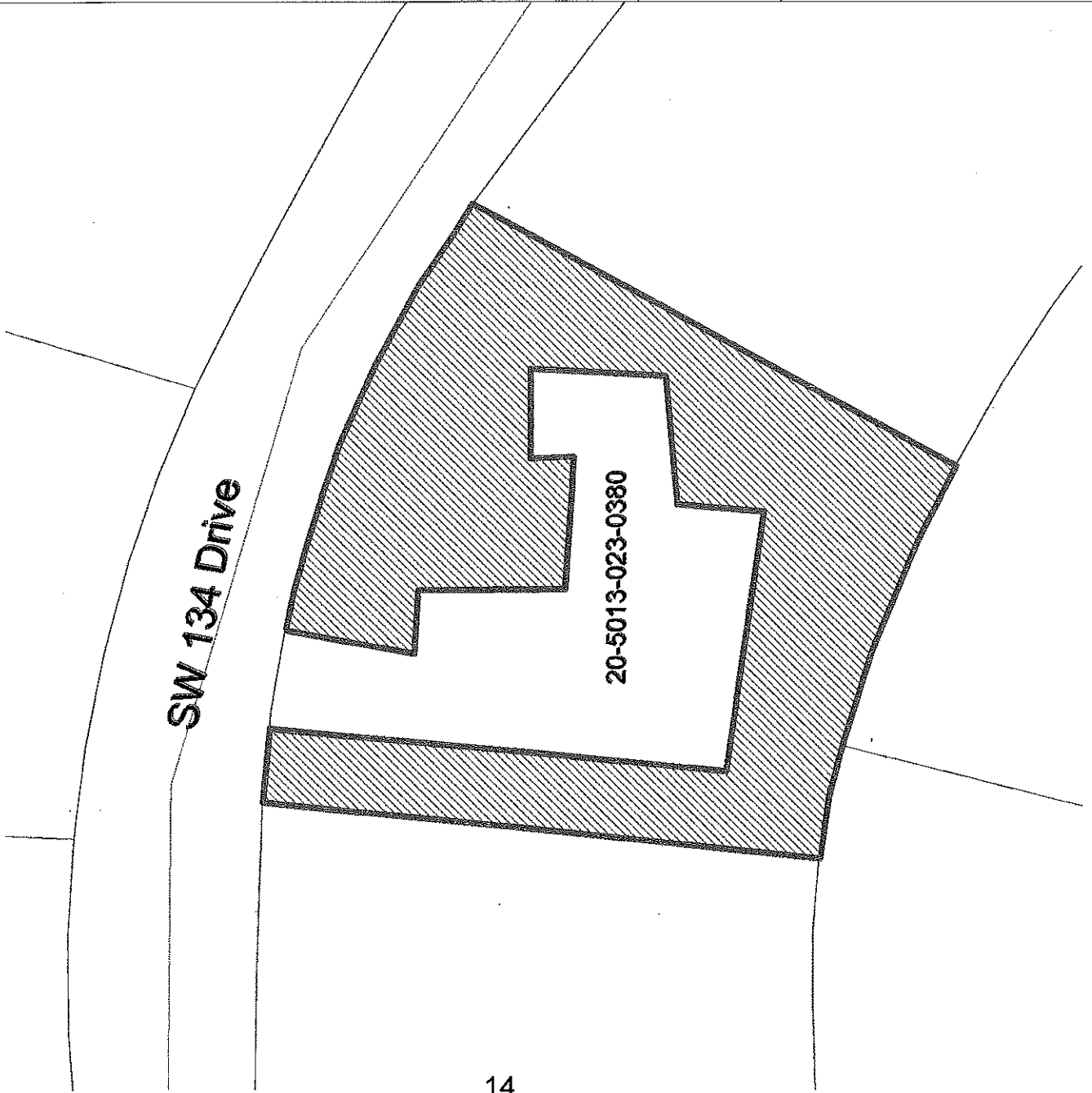
John T. Joyner, ERPS

Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court,
Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number:	20-5013-023-0380
Property Address:	6540 SW 134 DR
Legal description:	13 55 40 DEVONWOOD PB 75-50 LOT 2 BLK 5 LOT SIZE 167.450 X 150 F/A/U 30-5013-023-0380 OR 18504-3506 0299 4

EXHIBIT B 20-5013-023-0380



LEGEND

- Highways
- Major Streets
- All Streets
- Parcels
- EEL covenant area
= 0.38 acres

N

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NO expressed or implied warranties, including but not limited to the implied warranties of MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE are made. The user assumes all responsibility for the use of the information contained herein. The user is advised to consult with a qualified professional before using the information herein for any purpose. The user is advised to verify the accuracy of the information herein and to verify the results of any independently and ASSUMES THE RISK OF ANY AND ALL LOSS.

Map prepared by
T. Joyner
Map created on August 2, 2013

SCALE: 1 inch = 67.01 Feet

Exhibit C
Rockland Hammock Management Plan
for Bobbe Dooley

Location: 6540 SW 134th Drive, Miami-Dade County, Florida.

Size: 0.58 acre parcel
0.38 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 20-5013-023-0380

Forest Type: Rockland hammock

Location

The property is located on the east of SW 67th Avenue along the south side of SW 134th Drive. The site is a developed residential lot located inside the urban development boundary (UDB) and is surrounded on all sides by single family homes.

Distance from nearest EEL/county-owned site: ~4,200 feet Ludlam Pineland
Distance from nearest EEL covenant site: ~400 feet from 6545 SW 133 Drive
Distance from nearest county-designated Natural Forest Community (NFC): ~1,300 feet from USDA Pine Rockland.

Property Information

The property is located within the City of Pinecrest, in the Devonwood subdivision. Devonwood is developed neighborhood that occupies an area formerly known as Warwick Hammock. The subject property's yard area is essentially a remnant of this rockland hammock.

Rockland hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in rockland hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are rare fern species found in geologically significant solution holes. A very rare fern *Asplenium xbiscaeyneanum*, has been documented on properties within Devonwood and the subject is potential habitat for this plant species.

Present Condition

The current biological condition of the site can be classified as average to good. The main threat to the quality of the site is the invasion of exotic plants. Exotic palms and aroid vines are the biggest problem and are currently being removed by the owner's yard maintenance staff, but more extensive control is needed. The most significant biological

features observed are the limestone outcroppings and solution holes. Rare ferns were observed, including spleenwort and halberd ferns. With the exception of the developed area and the minimal pathways in the hammock the substrate is relatively undisturbed and is in very good condition.

Overall, native plant cover is good but it could be degraded if efforts to control vines and exotic palms are not continued.

Conclusion

The inclusion of this property into the EEL covenant program represents a unique opportunity to preserve a remnant piece of the Warwick hammock. Along with the other EEL covenanted property in the area, and the possibility of other properties in the area being included in the program in the future, this is a step towards maintaining rare and unique plant habitat in an urban environment.

The county will benefit from the active management of the site through the inherent values that natural areas provide and by gaining improved and increased wildlife habitat and biodiversity. It is important to note that the preservation of this site, as well as other natural areas in the EEL Covenant Program, provides other environmental benefits such as carbon sequestration, ground water recharging and storm water runoff reduction.

Ecological Goals

1. Maintain the present extent of the rockland hammock.
2. Encourage and maintain a diverse understory and preserve rare hammock species.
3. Promote regeneration and growth of native hardwoods and rare plants.
4. Provide suitable habitat for native wildlife.
5. Eliminate invasive exotic species.
6. Maintain solution holes and rare fern populations.

Management Goals

1. Eliminate exotic plant species from interior of hammock to achieve less than 3% or less exotic plant species cover.
2. Eradicate all invasive exotic plant species from perimeter and interior of hammock and prevent exotic re-colonization. Ensure that no more than 50 square feet cover of any exotic plant species remains.
3. Control reproduction of exotic seeds within the site.

DERM will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule for Rockland Hammock

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools)

- Year 1-2:** Initial hand removal and herbicide treatment of exotic plant species (trees, vines, palms and ornamentals) is required by DERM. Interior exotics should be treated first and work extended out to the perimeters. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the property that is covered under this covenant. The eradication of large exotic trees may be achieved by wholesale removal or by killing and leaving in place. The light gaps created by the removal of exotics shall be monitored to ensure that native regeneration is out competing exotic regeneration. Extreme care must be taken to maintain intact substrate and solution holes. Monitor site for rare ferns.
- Year 3-5:** Continue to eradicate exotic plants, and retreat any re-sprouting or re-colonizing exotic plants to achieve goal of 3% or less exotic plant cover. Monitor native plant recruitment. Continue monitoring the site for rare ferns.
- Year 6-10:** Continue to eradicate exotic and invasive plants and vines and maintain diverse understory, rare species and 3% or less exotic cover.

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as an endangered species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

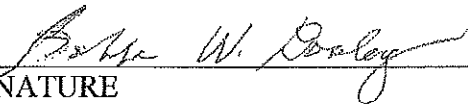
Scientific Name	Common Name	Origin/Status
<i>Ardisia escallonioides</i>	marlberry	N
<i>Asplenium dentatum</i>	Toothed spleenwort	N FL-endangered
<i>Bambusa spp.</i>	Bamboo	E
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Campyloneurum spp.</i>	Strap fern	N
<i>Caylptranthes pallens</i>	Spicewood	N/FL-threatened
<i>Coccoloba diversifolia</i>	pigeon plum	N
<i>Cocos nucifera</i>	Coconut palm	E
<i>Epipremnum spp.</i>	pothos	E/ EPPC (II)
<i>Eugenia axillaris</i>	white stopper	N
<i>Eugenia uniflora</i>	Surinam-cherry	E/ EPPC (I)
<i>Exothea paniculata</i>	Inkwood	N
<i>Ficus aurea</i>	strangler fig	N
<i>Guaiacum sactum</i>	Lignumvitae	N FL-endangered
<i>Heliconia latispatha</i>	Lobsterclaw heliconia	E
<i>Krugiodendron ferrum</i>	Black ironwood	N
<i>Lasiacis divaricata</i>	Wild bamboo	N
<i>Livistona chinensis</i>	Chinese fan palm	E
<i>Lysiloma latisiliquum</i>	false tamarind	N
<i>Monstera deliciosa</i>	swiss-cheese plant	E
<i>Ocotea coriacea</i>	lancewood	N
<i>Oplismenus hirtellus</i>	Woodgrass	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corkstem passionflower	N
<i>Peperomia obtusifolia</i>	Florida peperomia	N FL-endangered
<i>Pisonia aculeata</i>	devil's claws	N
<i>Pithecellobium dulce</i>	Monkey pod	E
<i>Psychotria nervosa</i>	wild coffee	N
<i>Quercus virginiana</i>	live oak	N
<i>Schefflera actinophylla</i>	Queensland umbrella tree	E / EPPC (I)
<i>Schinus terebinthifolia</i>	Brazilian pepper	E / EPPC (I)
<i>Senna ligustrina</i>	Privet senna	N
<i>Sideroxylon foetidissimum</i>	false mastic	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N

<i>Smilax spp.</i>	a greenbrier	N
<i>Syngonium podophyllum</i>	American evergreen	E / EPPC (I)
<i>Tectaria fimbriata</i> -	Least halberd fern	N/FI-endangered
<i>Tectaria incise</i>	Halberd fern	E
<i>Thelypteris kunthii</i>	Southern shield fern	N
<i>Thrinax radiata</i>	Florida thatch palm	N FI-endangered
<i>Tillandsia spp.</i>	airplant	N
<i>Toxicodendron radicans</i>	Poison ivy	N
<i>Tradescantia spathacea</i>	oyster plant	E / EPPC (II)
Unknown exotic palms		E

***Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, BOBBE. W. DOOLEY hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

August 6, 2013

DATE

ATTACHMENT B

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED IN THE VICINITY OF
SW 268 STREET AND SW 154 AVENUE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6933-000-0252

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the

real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.
9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 24 day of August, 2013.

INDIVIDUAL

WITNESSES:

sign Maura Kinney
print Maura Kinney
sign Melanie Reese
print Melanie Reese
sign Stephanie Crissey
print Stephanie Crissey

OWNER(S):

sign Elizabeth Hernandez
print Elizabeth Hernandez
Address 5121 Fairfax W Lakeland, FL.
sign Jeffrey T Crissey
print Jeffrey T Crissey
Address 11210 SW 49th PL
DAVIE, FL 33330

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of August, 2013, by Elizabeth Hernandez + Jeffrey Crissey who is personally known to me or who has produced Driver's License ID as identification and who did take an oath.

NOTARY PUBLIC:

Sign Kelli Love
Print Kelli Love
State of Florida at Large (Seal)
My Commission Expires:



THIS INSTRUMENT PREPARED BY:

Luis R. Moreno, Biologist 2
Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court,
Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-6933-000-0252

Property Address: Vicinity of SW 268 ST and SW 154 AVE.

Legal description: 33 56 39 2.26 AC
W1/2 OF SW1/4 OF NE1/4 OF NW1/4
LESS W180.8FT & LESS S25FT
LOT SIZE IRREGULAR

Exhibit B Crissey 30-6933-000-0252

LEGEND



EEL Covenant

Area = 2.26 Acres



All Streets



Parcels

N



Map created by J. Duncan on
August 12, 2013

SCALE: 1 inch = 158.79 Feet

SW 268 ST

Exhibit C
Tropical Hardwood Hammock Management Plan
for RAYMOND T. CRISSEY, TRS

Location: Vicinity of SW 268 ST and SW 154 AVE.

Size: 2.26 acres
2.26 acres qualify for an Environmentally Endangered Lands (EEL) covenant.

Folio #s: 30-6933-000-0252

Forest Type: Tropical Hardwood Hammock

Location

The property (site) is located east of SW 154 Avenue and north of SW 268 Street. The site has not been developed and is located inside the urban development boundary (UDB). The site was not originally designated as Natural Forest Community (NFC) but is located approximately 200 feet east of a County designated NFC. It is bordering agricultural land at its eastern side, residential properties to its south and the C-103N canal at its northern boundary.

- Distance from nearest EEL/county-owned site: 720 feet east from parcel 30-6933-000-0300, a part of Hattie Bauer Hammock.
- Distance from nearest EEL covenant site: 500 feet east from parcel 30-6933-000-0304.
- Distance from nearest county-designated NFC: 200 feet east from parcel 30-6933-000-0302.

Property Information

Out of a total of 2.26 acres, the subject parcel contains approximately 2 acres of tropical hardwood hammock. The property has not been designated as NFC by the Miami-Dade County Board of County Commissioners, but a parcel located west of site, was designated as NFC in 1984 via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S33, parcel A. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County. The proximity of the site with the NFC area and the quality of the hammock are essential features to qualify for an EEL covenant.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants

typically harbored by this habitat are fern species found in geologically significant solution holes.

Present Condition

The site is unimpacted except for a cleared area on its northern portion adjacent to the canal bank. The remainder of the site is covered by a hardwood hammock that has transitioned from a pine rockland. The site's pine rockland history is evident by the presence of snags, few remnant slash pines (*Pinus elliottii* var. *densa*) and associated understory plants such as silver palm (*Coccothrinax argentata*) and saw palmetto (*Serenoa repens*). The parcel suffers from some invasive and exotic plant species infestation along its borders; particularly within a fringe along the northern border of the cleared area. The site can be accessed from SW 268 Street, though no maintained trail was documented. The majority of the hammock is of high quality with some disturbed substrate. This property presents geological formations like outcroppings and solution holes. The canopy is dominated by native species such as wild tamarind (*Lysiloma latisiliquum*), gumbo limbo (*Bursera simaruba*), poison wood (*Metopium toxiferum*) and willow busic (*Sideroxylon salicifolium*). The understory and subcanopy layers of the site are dominated by natives such as wild coffee (*Psychotria nervosa*), and lancewood (*Ocotea coriacea*) and paradise tree (*Simarouba glauca*) saplings. Several State listed threatened species such as Krug's holly (*Ilex krugiana*), silver palm (*C. argentata*), and Simpson's stopper (*Myrcianthes fragrans*) are also present. A plant list is provided below.

The site does not appear to have recently undergone management by the property owner. Exotic removal has not taken place, and the most affected areas are located along the perimeter of the hammock, which contain infestations of Burma reed (*Neyraudia reynaudiana*) and Brazilian pepper (*Schinus terebinthifolious*).

Conclusion

Overall, the site is in good condition and its hammock quality will improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on eliminating invasive exotic plant species and maintaining rare native species.

Ecological Goals

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species diversity.
3. Provide habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plants to achieve less than 3% exotic cover. Control of exotic species on the northern perimeter of the site from further encroachment into the interior areas of the hammock.
2. Increase biodiversity with appropriate native plant species.
3. Allow natural regeneration of native plants.

Department staff will periodically inspect the properties to ensure that management goals are achieved.

Management Techniques and Schedule

Mowing and vehicle traffic within the hammock area of the covenanted site is not allowed. The cleared area to the north of the property can be used as staging area for the maintenance activities and the temporary storage of vegetative debris during maintenance activities. No heavy machinery is allowed within the site. All work must be done by hand (i.e., chainsaw, hand tools).

Year 1-2: Hand removal and herbicide treatment of all invasive and exotic plant species and vines (non-native and native woody). Exotic and invasive plant species along the northern perimeter of the existing mowed area should be treated first. This mowed area must be kept clear of invasive and exotic plant species. All exotic plant species seedlings should be hand pulled whenever feasible. Multiple follow-up herbicide treatments may be needed for cut stumps. Care must be taken when removing or treating exotics as openings in the canopy provide opportunities for invasive plant species recruitment. Areas of extensive exotic removal that result in openings in the canopy should be closely monitored to ensure the recruitment of appropriate native species. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the property that is covered under this covenant.

Year 3-10: Continue invasive and exotic plant species control. Control woody and herbaceous vines as needed. Efforts should be concentrated to remove exotics located along the perimeter of the hammock. Treat any resprouting or recolonizing invasive and exotic plant species. Ensure a closed canopy during plant removal. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Monitor hardwood and herbaceous understory regeneration and health. Monitor the good quality hammock areas to ensure <3% exotic coverage. Plant appropriate native hammock vegetation in the treated covenanted areas if native species have not recolonized.

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL-End	listed as an endangered species in the state of Florida
FL-Thr	listed as a threatened species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

TREES

<u>Common Name</u>	<u>Scientific Name</u>	<u>Origin/Status</u>
Brazilian pepper	<i>Schinus terebenthifolious</i>	E/EPPC I
Gumbo limbo	<i>Bursera simaruba</i>	N
Inkwood	<i>Exothea paniculata</i>	N
Krug's holly	<i>Ilex krugiana</i>	N (FL-Thr)
Lancewood	<i>Ocotea coriacea</i>	N
Live oak	<i>Quercus virginiana</i>	N
Marlberry	<i>Ardisia escallonioides</i>	N
Paradise tree	<i>Simarouba glauca</i>	N
Pigeon plum	<i>Coccoloba diversifolia</i>	N
Poison wood	<i>Metopium toxiferum</i>	N
Sabal palm	<i>Sabal palmetto</i>	N
Saw palmetto	<i>Serenoa repens</i>	N
Shoebutton ardisia	<i>Ardisia elliptica</i>	E/EPPC I
Silver palm	<i>Coccothrinax argentata</i>	N (FL-Thr)
Simpson stopper	<i>Myrcianthes fragrans</i>	N (FL-Thr)
Slash pine	<i>Pinus elliottii</i> var. <i>densa</i>	N/Endemic
Spanish stopper	<i>Eugenia foetida</i>	N
Tropical almond	<i>Terminalia catappa</i>	E/EPPC II
Umbrella tree	<i>Schefflera actinophylla</i>	E/EPPC I
White stopper	<i>Eugenia axillaris</i>	N
Wild tamarind	<i>Lysiloma latisiliquum</i>	N
Willow bustic	<i>Sideroxylon salicifolium</i>	N

SHRUBS, GROUNDCOVERS AND OTHER PLANTS

<u>Common Name</u>	<u>Scientific Name</u>	<u>Origin/Status</u>
Beach creeper	<i>Ernodea littoralis</i>	N
Brazilian jasmine	<i>Jasminum fluminense</i>	E/EPPC I
Burma reed	<i>Neyraudia reynaudiana</i>	E/EPPC I
Cheeseweed	<i>Morinda royoc</i>	N

Coontie	<i>Zamia integrifolia</i>	N
Coral bean	<i>Erythrina herbacea</i>	N
Dollarleaf	<i>Rhynchosia reniformis</i>	N
Eyebright	<i>Ayenia euphrasiiifolia</i>	N
Firebush	<i>Hamelia patens</i>	N
Five-petal leaf flower	<i>Phyllanthus pentaphyllus</i>	N/Endemic
Green brier	<i>Smilax spp.</i>	N
Gulf graytwig	<i>Schoepfia chrysophylloides</i>	N
Hammock snowberry	<i>Chiococca alba</i>	N
Locustberry	<i>Byrsonima lucida</i>	N (FL-Thr)
Low rattlebox	<i>Crotolaria pumila</i>	N
Mexican alvaradoa	<i>Alvaradoa amorphioides</i>	N (FL-End)
Milkpea	<i>Galactia</i>	N
Muscadine grape	<i>Vitis rotundifolia</i>	N
Myrsine	<i>Myrsine cubana</i>	N
Oyster plant	<i>Tradescantia spathacea</i>	E/EPPC II
Pineland clustervine	<i>Jacquemontia curtisii</i>	N (FL-Thr)
Pineland fern	<i>Anemia adiantifolia</i>	N
Pineland snowberry	<i>Chiococca parvifolia</i>	N
Quailberry	<i>Crossopetalum illicifolium</i>	N (FL-Thr)
Resurrection fern	<i>Pleopeltis polypodioides</i>	N
Rocklands noseburn	<i>Tragia saxicola</i>	N (FL-Thr)
Rough velvet-seed	<i>Guettarda scabra</i>	N
Shrub eupatorium	<i>Koanophyllon villosum</i>	N (FL-End)
Snake plant	<i>Sansevieria cylindrical</i>	E/EPPC II
Wax myrtle	<i>Myrica cerifera</i>	N
West Indian cherry	<i>Prunus myrtifolia</i>	N (FL-Thr)
West Indian lilac	<i>Tetrazygia bicolor</i>	N (FL-Thr)
White indigoberry	<i>Randia aculeata</i>	N
White-top sedge	<i>Rhynchospora colorata</i>	N
Wild coffee	<i>Psychotria nervosa</i>	N

*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, Elizabeth Hernandez hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Elizabeth Hernandez
SIGNATURE

8-24-13
DATE

I, Jeffrey T. Crissey hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

8/24/13
DATE

ATTACHMENT C

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED IN THE VICINITY OF
SW 268 STREET AND SW 154 AVENUE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6933-000-0254

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

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or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

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INDIVIDUAL

WITNESSES:

sign [Signature]

print Melanie Reese

sign [Signature]

print Maureen Kinney

sign [Signature]

print Stephanie Crissey

sign [Signature]

print Pamela Hately

OWNER(S):

sign [Signature]

print Elizabeth Hernandez

Address 5121 Fairfax w. Lakeland, FL

sign [Signature]

print Jeffrey T Crissey

Address 11210 SW 49th PL
Davie, FL 33330

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of August, 2013, by Elizabeth Hernandez & Jeffrey Crissey who is personally known to me or who has produced Driver's License ID as identification and who did take an oath.

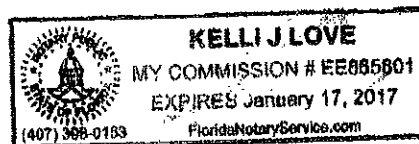
NOTARY PUBLIC:

Sign [Signature]

Print Kelli Love

State of Florida at Large (Seal)

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

Luis R. Moreno, Biologist 2

Miami-Dade County Department of Regulatory and Economic Resources

701 NW 1st Court,

Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

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LOT SIZE IRREGULAR

Exhibit B Crissey 30-6933-000-0254

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EEL Covenant

Area = 2.64 Acres



All Streets



Parcels

N

Map created by J. Duncan on
August 12, 2013

SCALE: 1 inch = 158.79 Feet

SW 268 ST

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for RAYMOND T. CRISSEY, TRS

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The property (site) is located east of SW 154 Avenue and north of SW 268 Street. The site has not been developed and is located inside the urban development boundary (UDB). The site was not originally designated as Natural Forest Community (NFC) but neighbors a County designated NFC. It is bordering agricultural land at its eastern side, residential properties to its south and the C-103N canal at its northern boundary.

- Distance from nearest EEL/county-owned site: 670 feet east from parcel 30-6933-000-0300, a part of Hattie Bauer Hammock.
- Distance from nearest EEL covenant site: 300 feet east from parcel 30-6933-000-0304.
- Distance from nearest county-designated NFC: 0 feet east from parcel 30-6933-000-0302.

Property Information

The subject parcel contains approximately 2.3 acres, out of a total of 2.64 acres, of tropical hardwood hammock. The property has not been designated as Natural Forest Community (NFC) by the Miami-Dade County Board of County Commissioners, but the adjacent parcel 30-6933-000-0300, located west of site, was designated NFC in 1984 via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S33, parcel A. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County. The direct connection of the site with the NFC area and the quality of the hammock are essential features to qualify for an EEL covenant.

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants

typically harbored by this habitat are fern species found in geologically significant solution holes.

Present Condition

The parcel is mostly unimpacted except for a cleared area of on its northern portion adjacent to the canal bank. The remainder of the site is covered by a hardwood hammock that has transitioned from a pine rockland. The site's pine rockland history is evident by the presence of snags, few remnant slash pines (*Pinus elliotii* var. *densa*) and associated understory plants such as silver palm (*Coccothrinax argentata*) and saw palmetto (*Serenoa repens*). The parcel suffers from some invasive and exotic plant species infestation along its borders; particularly within a fringe along the northern border of the cleared area. A smaller pocket (0.04 acre) of fill encroachment is found near the mid portion of the western property line. The site can be accessed from SW 268 Street, though no maintained trail was documented throughout the property. The majority of the hammock is of high quality with some disturbed substrate. This property presents geological formations like outcroppings and solution holes. The canopy is dominated by native species such as wild tamarind [*Lysiloma latisiliquum*], including 2 specimen size trees], gumbo limbo (*Bursera simaruba*), poison wood (*Metopium toxiferum*) and willow bastic (*Sideroxylon salicifolium*). The understory and subcanopy layers of the site are dominated by natives such as wild coffee (*Psychotria nervosa*), and lancewood (*Ocotea coriacea*) and paradise tree (*Simarouba glauca*) saplings. Several State listed threatened species such as Krug's holly (*Ilex krugiana*), silver palm (*C. argentata*), and Simpson's stopper (*Myrcianthes fragrans*) are also present. A plant list is provided below.

The site does not appear to have recently undergone management by the property owner. Exotic removal has not taken place, and the most affected areas are located along the perimeter of the hammock, which present infestations of Burma reed (*Neyraudia reynaudiana*) and Brazilian pepper (*Schinus terebinthifolious*).

Conclusion

Overall, the site is in good condition and its hammock quality will improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on eliminating invasive exotic plant species and maintaining rare native species.

Ecological Goals

1. Increase plant biodiversity on the entire site.
2. Maintain and increase hardwood hammock plant species diversity.
3. Provide habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plants to achieve less than 3% exotic cover. Control of exotic species on the northern perimeter of the site from further encroachment into the interior areas of the hammock.
2. Increase biodiversity with appropriate native plant species.
3. Allow natural regeneration of native plants.

Department staff will periodically inspect the properties to ensure that management goals are achieved.

Management Techniques and Schedule

Mowing and vehicle traffic within the hammock area of the covenanted site is not allowed. The cleared area to the north of the property can be used as staging area for the maintenance activities and the temporary storage of vegetative debris during maintenance activities. No heavy machinery is allowed within the site. All work must be done by hand (i.e., chainsaw, hand tools).

Year 1-2: Hand removal and herbicide treatment of all invasive and exotic plant species and vines (non-native and native woody). Exotic and invasive plant species along the northern perimeter of the existing mowed area should be treated first. This mowed area must be kept clear of invasive and exotic plant species. All exotic plant species seedlings should be hand pulled whenever feasible. Multiple follow-up herbicide treatments may be needed for cut stumps. Care must be taken when removing or treating exotics as openings in the canopy provide opportunities for invasive plant species recruitment. Areas of extensive exotic removal that result in openings in the canopy should be closely monitored to ensure the recruitment of appropriate native species. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the property that is covered under this covenant.

Year 3-10: Continue invasive and exotic plant species control. Control woody and herbaceous vines as needed. Efforts should be concentrated to remove exotics located along the perimeter of the hammock. Treat any resprouting or recolonizing invasive and exotic plant species. Ensure a closed canopy during plant removal. All exotic seedlings should be hand pulled if possible. Multiple herbicide treatments may be needed. Monitor hardwood and herbaceous understory regeneration and health. Monitor the good quality hammock areas to ensure <3% exotic coverage. Plant appropriate native hammock vegetation in the treated covenanted areas if native species have not recolonized.

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL-End	listed as an endangered species in the state of Florida
FL-Thr	listed as a threatened species in the state of Florida
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

TREES

<u>Common Name</u>	<u>Scientific Name</u>	<u>Origin/Status</u>
Brazilian pepper	<i>Schinus terebenthifolious</i>	E/EPPC I
Gumbo limbo	<i>Bursera simaruba</i>	N
Inkwood	<i>Exothea paniculata</i>	N
Krug's holly	<i>Ilex krugiana</i>	N (FL-Thr)
Lancewood	<i>Ocotea coriacea</i>	N
Live oak	<i>Quercus virginiana</i>	N
Marlberry	<i>Ardisia escallonioides</i>	N
Paradise tree	<i>Simarouba glauca</i>	N
Pigeon plum	<i>Coccoloba diversifolia</i>	N
Poison wood	<i>Metopium toxiferum</i>	N
Sabal palm	<i>Sabal palmetto</i>	N
Saw palmetto	<i>Serenoa repens</i>	N
Shoebutton ardisia	<i>Ardisia elliptica</i>	E/EPPC I
Silver palm	<i>Coccothrinax argentata</i>	N (FL-Thr)
Simpson stopper	<i>Myrcianthes fragrans</i>	N (FL-Thr)
Slash pine	<i>Pinus elliottii</i> var. <i>densa</i>	N/Endemic
Spanish stopper	<i>Eugenia foetida</i>	N
Tropical almond	<i>Terminalia catappa</i>	E/EPPC II
Umbrella tree	<i>Schefflera actinophylla</i>	E/EPPC I
White stopper	<i>Eugenia axillaris</i>	N
Wild tamarind	<i>Lysiloma latisiliquum</i>	N
Willow bustic	<i>Sideroxylon salicifolium</i>	N

SHRUBS, GROUNDCOVERS AND OTHER PLANTS

<u>Common Name</u>	<u>Scientific Name</u>	<u>Origin/Status</u>
Beach creeper	<i>Ernodea littoralis</i>	N
Brazilian jasmine	<i>Jasminum fluminense</i>	E/EPPC I
Burma reed	<i>Neyraudia reynaudiana</i>	E/EPPC I
Cheeseweed	<i>Morinda royoc</i>	N

Coontie	<i>Zamia integrifolia</i>	N
Coral bean	<i>Erythrina herbacea</i>	N
Dollarleaf	<i>Rhynchosia reniformis</i>	N
Eyebright	<i>Ayenia euphrasiiifolia</i>	N
Firebush	<i>Hamelia patens</i>	N
Five-petal leaf flower	<i>Phyllanthus pentaphyllus</i>	N/Endemic
Green brier	<i>Smilax spp.</i>	N
Gulf graytwig	<i>Schoepfia chrysophylloides</i>	N
Hammock snowberry	<i>Chiococca alba</i>	N
Locustberry	<i>Byrsonima lucida</i>	N (FL-Thr)
Low rattlebox	<i>Crotolaria pumila</i>	N
Mexican alvaradoa	<i>Alvaradoa amorphioides</i>	N (FL-End)
Milkpea	<i>Galactia</i>	N
Muscadine grape	<i>Vitis rotundifolia</i>	N
Myrsine	<i>Myrsine cubana</i>	N
Oyster plant	<i>Tradescantia spathacea</i>	E/EPPC II
Pineland clustervine	<i>Jacquemontia curtisii</i>	N (FL-Thr)
Pineland fern	<i>Anemia adiantifolia</i>	N
Pineland snowberry	<i>Chiococca parvifolia</i>	N
Quailberry	<i>Crossopetalum illicifolium</i>	N (FL-Thr)
Resurrection fern	<i>Pleopeltis polypodioides</i>	N
Rocklands noseburn	<i>Tragia saxicola</i>	N (FL-Thr)
Rough velvet-seed	<i>Guettarda scabra</i>	N
Shrub eupatorium	<i>Koanophyllon villosum</i>	N (FL-End)
Snake plant	<i>Sansevieria cylindrical</i>	E/EPPC II
Wax myrtle	<i>Myrica cerifera</i>	N
West Indian cherry	<i>Prunus myrtifolia</i>	N (FL-Thr)
West Indian lilac	<i>Tetrazygia bicolor</i>	N (FL-Thr)
White indigoberry	<i>Randia aculeata</i>	N
White-top sedge	<i>Rhynchospora colorata</i>	N
Wild coffee	<i>Psychrotia nervosa</i>	N

*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, Elizabeth Hernandez hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Elizabeth Hernandez
SIGNATURE

8-24-13
DATE

I, Jeffrey T. Criss hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

8/24/13
DATE

ATTACHMENT D

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 26251 SW 162
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6929-000-0371

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the

real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.
9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 27 day of August, 2013.

INDIVIDUAL

WITNESSES:

sign [Signature]

print MARIA P. Quigley

sign [Signature]

print Leyla Balladares

sign [Signature]

print MARIA P. Quigley

sign [Signature]

print Leyla Balladares

OWNER(S):

sign [Signature]

print Delene M. Samalio

Address 26251 SW 162nd Ave

sign [Signature]

print Lori Samalio

26251 SW 162 Ave
Address Homestead, Fla 33031

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of August, 2013, by Delene M. Samalio/Lori Samalio, who is personally known to me or who has produced [Signature] as identification and who did take an oath.

NOTARY PUBLIC:

Sign [Signature]

Print MARIA P. Quigley

State of Florida at Large (Seal)

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

James G. Duncan, Biologist I

Miami-Dade County Department of Regulatory and Economic Resources

701 NW 1st Court,

Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-6929-000-0371

Property Address: 26251 SW 162 AVE

Legal description: 29 56 39 8.86 AC M/L
SW1/4 OF SW1/4 OF SE1/4 LESS
S35FT & W35FT TO CO
SUBJECT TO NFC REST ON 3.92 AC &
EEL ON 4.9 R-13203 EXP 12/04/13

SW 162ND AVE

SW 264TH ST

LEGEND

- Major Streets
- EEL Covenant
- Area = 5.29 acres
- Parcels



Data collected on 06/23/2013 by
J. Duncan, T. Joyner, and L. Moreno
Map created by J. Duncan on
6/26/2013

SCALE: 1 inch = 151.29 Feet

Exhibit C
Management Plan
for Arlene Samalion

Location: 26251 SW 162 AVE, Miami-Dade County, Florida.

Size: 8.86 acre parcel
5.29 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6929-000-0371

Forest Type: Pine Rockland

Location

The property is located at 26251 SW 162 Avenue and lies in Section 29 of Township 56, Range 39.

Distance from nearest EEL site: approximately 1,500 feet from Hattie Bauer Pineland.
Distance from nearest county-designated Natural Forest Community (NFC): 0 feet from folio: 30-6929-000-0370.

Property Information

The property contains an area of undeveloped pineland and remnant rocky glade on the southern side and a private residence in the northern half of the parcel. This property is surrounded by agricultural land use on all borders except the western border which is adjacent to an unmaintained NFC Pine Rockland site (see exhibit B).

The natural plant community is typical of a Pine Rockland with an open understory. The tree species dominating the site are slash pines (*Pinus elliotti* var *densa*) and native hardwood and palm trees recruiting in the subcanopy. The understory consists of typical Pine Rockland plant species. These include, but are not limited to, silver palm (*Coccothrinax argentata*), myrsine (*Myrsine cubana*), West Indian lilac (*Tetrazygia bicolor*), white indigoberry (*Rhandia aculeata*), saw palmetto (*Serenoa repens*), poisonwood (*Metopium toxiferum*), pineland snowberry (*Chiococca parviflora*) and coontie (*Zamia pumila*). Overall the site has a good amount of plant diversity including endemic and/or listed species; notably, federally endangered Gould's sandmat (*Chamaesyce deltoidei* subsp *adhaerens*) has been reported to occur here (IRC). A plant list is attached below.

Some exotic and invasive species are found on site. These include small amounts of woman's tongue (*Albizia lebbek*), napier grass (*Pennisetum purpureum*), Burma reed (*Neyraudia reynaudiana*), Brazilian pepper (*Schinus terebinthifolius*) in the pine rockland and a dominance of bishop's wood (*Bischofia javanica*) and Queensland umbrella tree

(*Schefflera actinophylla*) in the rocky glade. The property owner has been removing invasive species and young hardwoods in the pine rockland by hand pulling and/or treating with herbicides. The property owner has been part of the IRC Pine Rockland Initiative which began removing invasive species in 2009. The natural area contains less than 5% exotic species.

Present Condition

The portion of the property that qualifies for an EEL covenant consists of two (2) management areas. The main area located on the southern half of the property is intact rock pineland and the smaller area located adjacent to the northeast portion of the pine rockland area appears to be remnant rocky glade. It shall be noted that the site is an important part of a wildlife corridor in the considerably fragmented surrounding area. The site especially serves as a corridor for birds which can easily traverse the few miles between natural areas.

Invasive species and hardwoods encroaching into the understory need constant maintenance. A small area of the site naturally burned in 2013 but the covenanted area remains in need of a prescribed burn to reduce the amount of fuel load that has formed. The neighboring properties contain seed sources for numerous invasive plants, requiring the need for constant monitoring and treatment of exotic plants within the covenanted area.

Ecological Goals

1. Maintain pine rockland area to allow for a pine rockland understory dominated by herbaceous plant species.
2. Promote regeneration and recruitment of native pine rockland plant species.
3. Convert the rocky glade vegetation cover from exotic to native species.
4. Provide suitable habitat for native wildlife.
5. Eliminate non-native and control invasive plant species found on the site.

Management Goals

1. Continue to eliminate exotic plant species from the interior of the pine rockland to maintain less 3% or less exotic plant cover.
2. Eradicate exotic trees in the rocky glade and promote native hardwood recruitment.
3. Prescribed burn the pine rockland area to diversify and open up understory.
4. Prevent exotic plant species' seed production within five years.
5. Allow natural regeneration of native plants.

Miami-Dade County Department of Regulatory and Economic Resources (RER) will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

Year 1: Pine rockland: Cut and hand remove encroaching woody hardwood species and vines to reduce fuel load and encourage recruitment of Pine Rockland herbaceous species. Treat by hand and/or herbicide all invasive and exotic plant species within the interior of the site. Continue to mow and maintain fire breaks. Perform prescribed burns on a 3-5 year cycle to maintain an open and diverse understory.

Rocky glade: Kill at least ten (10) exotic trees on the S/SE portion near existing native trees. Pull exotic saplings and allow for the recruitment of native species.

Years 2-10: Pine rockland: Continue eradication of exotic plant species. If possible perform a prescribed burn. Continue to mow and maintain fire breaks.

Rocky glade: Continue to kill at least ten (10) exotic trees per year. Pull exotic saplings and allow for the recruitment of native species.

The following animal species are likely to occur at this site.

AVIAN SPECIES

VULTURES, HAWKS & FALCONS:

American Kestrel
Red-shouldered hawk
Red-tailed hawk
Sharp-shinned hawk
Swallow-tailed kite
Turkey vulture

PIGEONS & DOVES:

Common Ground Dove
Mourning Dove
Ringed Turtle Dove

THRUSHES:

American Robin

FINCHES & ALLIES:

Eastern phoebe
Northern cardinal

OWLS:

Eastern screech-owl
Great horned owl

JAYS & CROWS:

Blue jay

VIREOS:

White-eyed Vireo
Yellow-throated Vireo

MOCKINGBIRDS:

Grey Catbird
Northern Mockingbird

WARBLERS:

Pine warbler
Palm warbler

Painted bunting
Rufous-sided Towhee

AMPHIBIANS AND HERPS

Corn snake
Yellow rat snake
Southern Ringneck Snake
Green tree frog
Brown anole

MAMMALS

Grey fox
Raccoon
Hispid Cotton Rat

WOODPECKERS:

Pileated Woodpecker
Northern flicker
Red-bellied Woodpecker

Everglades raver
Rough Green Snake
Five-lined Skink
Cuban tree frog
Green Anole

Grey squirrel
Opposum
Least Shrew

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
Fed Endangered	listed as an endangered species by the Federal Government
Fed Threatened	listed as a threatened species by the Federal Government
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abrus precatorius</i>	rosary pea	E / EPPC (I)
<i>Albizia lebbek</i>	woman's tongue	E / EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Andropogon longiberbis</i>	hairy bluestem	N
<i>Ardisia escallonioides</i>	marlberry	N
<i>Argythamnia blodgettii</i>	Blodgett's wild mercury	N / FL threatened
<i>Bidens alba</i> var. <i>radiata</i>	Spanish needles	N/R
<i>Bischofia javanica</i>	bishopwood	E / EPPC (I)
<i>Callicarpa americana</i>	American beauty berry	N
<i>Cassytha filiformis</i>	love vine	N
<i>Cestrum diurnum</i>	day-flowering jessamine	E / EPPC (II)
<i>Centrosema virginianum</i>	spurred butterfly pea	N
<i>Chamaecrista deeringiana</i>	Deering partridge pea	N
<i>Chamaesyce deltoidea</i> subsp. <i>adhaerens</i>	Gould's sandmat	N/Fed endangered
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Clitoria ternatea</i>	Asian pigeonwings	E
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Crotalaria pumila</i>	rattlebox	N
<i>Crotalaria rotundifolia</i>	rabbit bells	N
<i>Crotalaria spectabilis</i>	showy rattlebox	E
<i>Desmodium incanum</i>	beggar's tick	N/R
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus citrifolia</i>	shortleaf fig	N
<i>Forestiera segregate</i> var. <i>pinetorum</i>	pineland privet	N
<i>Guettarda escabra</i>	rough velvetseed	N
<i>Jasminum dichtomun</i>	Gold Coast jasmine	E / EPPC (I)
<i>Lantana involucrata</i>	wild sage	N
<i>Linum arenicola</i>	sand flax	N / FL endangered
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Merremia dissecta</i>	Noyau vine	E

<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine cubana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E / EPPC (I)
<i>Pennisetum purpureum</i>	napier grass	E / EPPC (I)
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N/ Endemic
<i>Piriqueta caroliniana</i>	pitted stripe seed	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schinus terebinthifolia</i>	Brazilian pepper	E / EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Trema micranthum</i>	Florida trema	N
<i>Vitis rotundifolia</i>	Muscadine grape	N/R
<i>Zamia pumila</i>	coontie	N

*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, Rylene M. Samalio hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Rylene M. Samalio
SIGNATURE

8/27/13
DATE

I, Lori Samalio hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Lori Samalio
SIGNATURE

8/27/2013
DATE

ATTACHMENT E

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT THE VICINITY OF
SW 236 STREET AND SW 125 AVENUE,
MIAMI-DADE COUNTY, FLORIDA,
CURRENTLY FOLIO # 30-6924-000-0940

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department. However, nothing herein shall be construed to prevent planned paths for either access or for maintenance within the EEL Preservation Area provided plans for such paths are submitted for approval to the Director, Miami-Dade County Department of Regulatory and Economic Resources, or successor department. A permit shall be obtained from the Department if removal of vegetation or impacts to the Natural Forest Community is required. Approval of plans for such paths is contingent upon demonstrated need and also upon demonstration that the path(s) would avoid all unnecessary impacts, while minimizing all unavoidable impacts to native vegetation and substrate within the EEL Preservation Area, in the opinion of the Director.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.
5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The

release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County

Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.

9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.
10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of

County Commissioners and the County retain full power and authority to deny each such application in whole or in part.

13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this
16 day of September 2013.

INDIVIDUAL

WITNESSES:

sign Beverly Bolash
print Beverly Bolash

sign Wanda Newman
print Wanda Newman

sign _____

print _____

sign _____

print _____

OWNER(S):

sign John Bolash IV
print John Bolash IV

Address 23015 S.W. 120 Ave
MIAMI, FL 33170

sign _____

print _____

Address _____

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 16 day of September
2013, by John Charles Bolash, who is personally known to me or who has
produced B 420-463-65-228-9 as identification and who did take an oath.

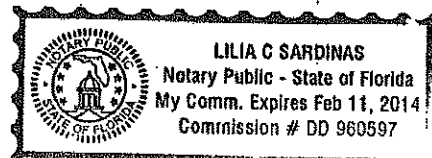
NOTARY PUBLIC:

Sign

Print

State of Florida at Large (Seal)

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

James Duncan, Biologist I

Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court,
Miami, Florida 33136

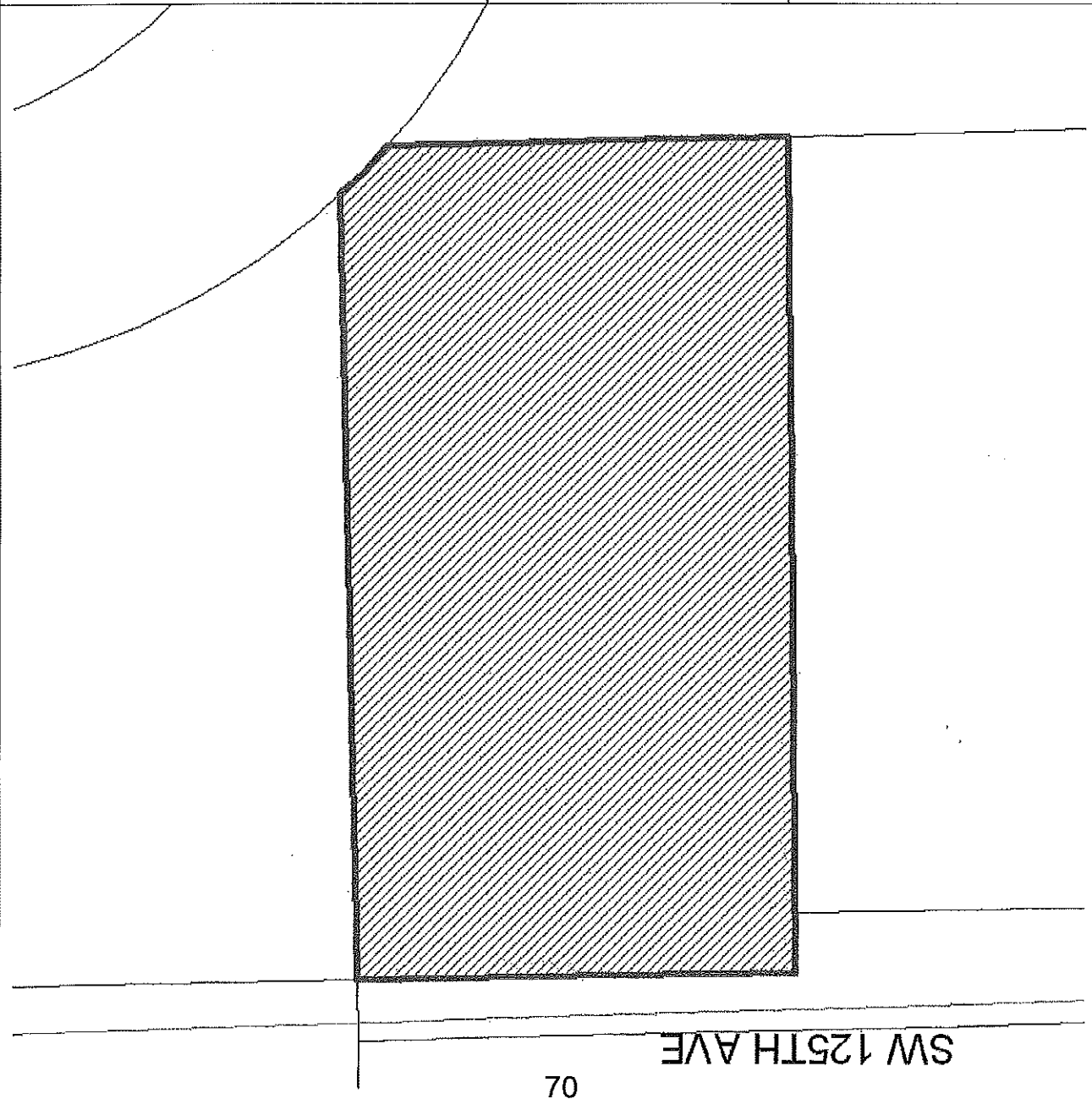
**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-6924-000-0940

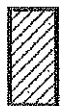


Property Address: vicinity of SW 236 St. & SW 125 Ave.

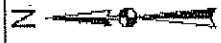
Legal description: 24 56 39 1.21 AC M/L
N1/2 OF SW1/4 OF NE1/4 OF SW1/4
OF NW1/4 LESS W25FT FOR ST & LESS
C-102N-1 CANAL R/W
EEL ON 1.21 AC PER 1302-03
EXP 12/04/13
OR 20701-1398-09 2002 1
COC 25169-4330 11 2006 5

Exhibit B Bolash 30-6924-000-0940



LEGEND

-  EEL Covenant area
= 1.21 Acres
-  All Streets
-  Parcels



Map created on 07/23/2013 by J.
Duncan

SCALE: 1 inch = 70.40 Feet

Exhibit C
Pine Rockland Management Plan
for John Bolash IV

Location: Vicinity of SW 236 St. & SW 125 Ave., Miami-Dade County, Florida.

Size: 1.21 acre parcel
1.21 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6924-000-0940

Forest Type: Pine Rockland

Location

The property is located on the south side of SW 236 Street, east of SW 125 Avenue. The site is an undeveloped lot inside the urban development boundary (UDB) and it is bordered by primarily undeveloped pine rockland properties. This property, as well as the property to the north, is county-designated Natural Forest Community (NFC). The property can be accessed via SW 125 Avenue.

Distance from nearest EEL/county-owned site: approximately 2,000 feet from Goulds pineland

Distance from nearest EEL covenant site: 0 feet

Distance from nearest county-designated Natural Forest Community (NFC): 0 feet

Property Information

The property consists of 1.21 acres of undeveloped pine rockland which qualify for an EEL covenant. The property was designated as a natural forest community (NFC) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 35, T56 R39 S24, parcel L. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A

sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

The property is currently a mix of native hardwood and pine rockland plant species, and has good native biodiversity. The majority of the exotics, such as Queensland umbrella trees (*Schefflera actinophylla*), Brazilian pepper (*Schinus terebinthifolius*) and Burma reed (*Neyraudia reynaudiana*) are located along perimeter areas. Interior areas of the site are open and diverse, in excellent condition. The covenanted area is located adjacent to a property owned and managed by the Institute for Regional Conservation, which has few to no exotics. This provides a connected area of high quality Pine Rockland habitat.

The site is dominated by native species, including State listed endangered species such as pineland clustervine (*Jacquemontia curtisii*), and State listed threatened species such as pineland allamanda (*Angadenia berteroi*), locustberry (*Byrsonima lucida*), Florida silver palm (*Coccothrinax argentata*), quailberry (*Crossopetalum ilicifolium*), West Indian lilac (*Tetrazygia bicolor*), and Florida Keys noseburn (*Tragia saxicola*). The dominant canopy trees are slash pine (*Pinus elliottii* var. *densa*) and native hardwoods. See below for a more complete plant list.

Conclusion

The property contains several rare and state listed plant species whose existence in the continental US is limited to this area. It is important to note that the current state of the property is due to the continuous commitment of the owner to the long term maintenance of the area as a natural preserve.

Overall, the site is in substantially good condition and will continue to improve with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on eliminating invasive exotics and vine control. Continued selective hardwood control is also needed if prescribed burning this area is not feasible.

Ecological Goals

1. Increase plant biodiversity on the entire site.
2. Maintain and increase pine rockland plant species.
3. Remove and control exotic plants on the entire site.
4. Provide habitat for native wildlife.

Management Goals

1. Eliminate invasive exotic plants to ensure less than 3% exotic coverage at the site.
2. Increase biodiversity with appropriate native pine rockland plant species.
3. Control hardwoods in the pine rockland.
4. Control native ruderal plants and vines.
5. Allow natural regeneration of native pine rockland plants.

Miami-Dade County Department of Regulatory and Economic Resources (RER) will periodically inspect property to ensure that management goals are achieved.

Management Techniques and Schedule

(No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing and vehicle traffic within the covenanted area is not allowed.

Year 1-3: Continue hand removal and herbicide treatment of all invasive exotic plant species, and vines (non-native and native woody). Interior exotics should be treated first and work extended out to the perimeters. All exotic and native hardwood seedlings should be hand pulled if possible. Multiple follow up herbicide treatments may be needed for cut stumps. Prescribe burn the covenanted area. Heavy machinery is not, under any circumstances or purposes, to be used within any portion of the property that is covered under this covenant without prior approval from Miami-Dade County Department of Regulatory and Economic Resources (RER).

Year 4-6: Continue invasive exotic and vine control. Selectively control hardwoods located within the pine rockland area and allow for pine proliferation. Monitor areas previously treated for exotics to ensure native recolonization exceeds that of exotics. Prescribe burn the covenanted area if not achieved in years 1-3.

Year 7-10: Continue invasive exotic and ruderal plant/ vine control to ensure less than 3% exotic coverage at the site. Selectively control hardwoods located within the pine rockland area and allow for pine proliferation. Planting of native pine rockland species in areas of exotic removal may be required if native recolonization is low. Prescribe burn the covenanted area if not yet achieved in the previous 3-5 years.

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
Fed Endangered	listed as an endangered species by the Federal Government
Fed Threatened	listed as a threatened species by the Federal Government
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Agalinis fasciculate</i>	beach false foxglove	N
<i>Albizia lebbek</i>	woman's tongue	E/EPPC (I)
<i>Anemia adiantifolia</i>	maidenhair pineland fern	N
<i>Angadenia berteroi</i>	pineland allamanda	N/FL threatened
<i>Aster adnatus</i>	scale leaf aster	N
<i>Ayenia euphrasiifolia</i>	eyebright ayenia	N
<i>Byrsonima lucida</i>	locust berry	N/FL threatened
<i>Chamaecrista deeringiana</i>	Deering's partridge pea	N
<i>Chiococca parvifolia</i>	pineland snowberry	N
<i>Cnidoscolus stimulosus</i>	tread-softly	N
<i>Crossopetalum ilicifolium</i>	quailberry	N/FL threatened
<i>Croton linearis</i>	pineland croton	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/FL threatened
<i>Desmodium incanum</i>	beggar's tick	N/R
<i>Echites umbellatus</i>	devil's potato, rubbervine	N
<i>Eugenia auxillaris</i>	white stopper	N
<i>Hedyotis nigricans</i> var. <i>floridana</i>	Florida diamond flower	N
<i>Jacquemontia curtisii</i>	pineland clustervine	N/FL endangered
<i>Lantana depressa</i>	pineland lantana	N/FL endangered
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese shrub	N
<i>Myrica cerifera</i>	wax myrtle	N
<i>Myrsine cubana</i>	myrsine	N
<i>Neyraudia reynaudiana</i>	Burma reed	E/EPPC (I)
<i>Phyllanthus pentaphyllus</i>	fivepetal leafflower	N
<i>Physalis walteri</i>	Walter's groundcherry	N
<i>Pinus elliotii</i> var. <i>densa</i>	South Florida slash pine	N/Endemic
<i>Polygala violacea</i>	candyweed	N
<i>Psidium longipes</i>	longstalked stopper	N/FL threatened
<i>Psychotria nervosa</i>	wild coffee	N

<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhynchospora floridensis</i>	white top sedge	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Schinus terebinthifolia</i>	Brazilian pepper	E/EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolium</i>	willow bustic	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	poision ivy	N
<i>Tragia saxicola</i>	Florida Keys noseburn	N/FL threatened
<i>Zamia pumila</i>	coontie	N

***Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, John Bolash hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

John Bolash IV
SIGNATURE

8-30-13
DATE

I, _____ hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

SIGNATURE

DATE

ATTACHMENT F

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 26955 SW 192
AVENUE, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6835-000-0092

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.

4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the

real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.
6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.
9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this
12 day of August, 2013.

INDIVIDUAL

WITNESSES:

sign

print

sign

print

sign

print

sign

print

OWNER(S):

sign

print

Address

sign

print

Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 12 day of August,
2013, by Keith FLERI, who is personally known to me or who has
produced _____ as identification and who did take an oath.

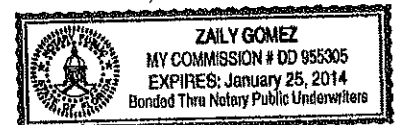
NOTARY PUBLIC:

Sign

Print

State of Florida at Large (Seal)

My Commission Expires:



THIS INSTRUMENT PREPARED BY:

James G. Duncan, Biologist I

Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court,
Miami, Florida 33136

**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-6835-000-0092

Property Address: 26955 SW 192 AVE

Legal description: 35 56 38 1.15 AC M/L
N154.84FT OF SW1/4 OF NW1/4 OF
SW1/4 OF NE1/4 LESS W43FT FOR R/W
SUBJ TO EEL COVENANT ON .92 AC
PER R-1653-93 EXP 12/31/13
OR 13530-4320 0188 1

SW 192 AVE

LEGEND



EEL Covenant

Area= 0.90 Acres

• GPS pts

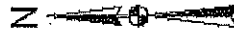


All Streets



Parcels

N



Map created by J. Duncan on
07/24/2013

Data collected by T. Joyner, L. Moreno
and J. Duncan on 07/19/2013

SCALE: 1 inch = 66.86 Feet

Exhibit C
Management Plan
for Keith A. Fleri

Location: 26955 SW 192 AVE, Miami-Dade County, Florida.

Size: 1.15 acre parcel
0.90 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6835-000-0092

Forest Type: Pine Rockland and Tropical Hardwood Hammock

Location

The property is located in Section 35 of Township 56 South, Range 38. It is located on the east side of SW 192 Ave and north of SW 270 Street.

Distance from nearest EEL site: approximately 4,800 feet from West Biscayne Pineland.
Distance from nearest county-designated Natural Forest Community (NFC): 400 feet from folio: 30-6835-000-0185.

Property Information

The property consists of a rectangular-shaped parcel of undeveloped pineland that contains a private residence in the center of the parcel. This property is surrounded by residential land use. (See exhibit A)

The natural plant community is typical of a Pine rockland with a hardwood or transitional subcanopy. The understory consists of many typical Tropical Hardwood Hammock and Pine Rockland plant species. These include, but are not limited to, willow bustic (*Sideroxylon salicifolia*), myrsine (*Myrsine cubana*), silver palm (*Coccothrinax argentata*), West Indian lilac (*Tetrazygia bicolor*), white indigoberry (*Rhandia aculeata*), saw palmetto (*Serenoa repens*), poisonwood (*Metopium toxiferum*) and coontie (*Zamia pumila*). Overall the site had a medium amount of plant diversity which included a few endemic and/or listed species.

Some exotic and invasive species are found on site. These include shoe-button ardisia (*Ardisia elliptica*), pothos vine (*Syngonium aureum*), woman's tongue (*Albizia lebeck*), Australian umbrella tree (*Schefflera actinophylla*), bishopwood (*Bischofia javanica*), Taiwanese cheesewood (*Pittosporum pentandrum*), and oyster plant (*Tradescantia spathacea*). The property owner has been removing invasive species by hand pulling and/or treating with herbicides. The natural area contains less than 10% exotic species.

Present Condition

The portion of the property that qualifies for an EEL Covenant is separated from the non-qualifying area into a single management area. It is noted that the site is an important part of a wildlife corridor in the considerably fragmented surrounding area. The site especially serves as a corridor for birds which can easily traverse the few miles between natural areas.

Invasive species encroaching into the understory need constant removal. Neighboring properties provide a seed source for numerous invasives (notably *S. actinophyllum*), which require constant monitoring and treatment. The site contains an ornamental allspice tree (*Pimenta dioica*) that requires monitoring to ensure seedlings do not encroach into natural areas.

Ecological Goals

1. Maintain area to allow for a transitional pine rockland into a rockland hammock.
2. Promote regeneration and growth of woody species to achieve closed canopy.
3. Provide suitable habitat for native wildlife.
4. Eliminate non-native and control invasive plant species found on the site.

Management Goals

1. Eliminate exotic plant species from the interior of the site to achieve less than 3% exotic plant cover.
2. Eradicate exotic plants from the perimeter to prevent recolonization.
3. Prevent exotic plant species seed production within five years.
4. Allow natural regeneration of native plants.

Miami-Dade County Department of Regulatory and Economic Resources (RER) will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

- Year 1:** Continue to hand remove and/or herbicide invasive and exotic plant species within the interior of the site. The focus should be on the eastern portion of the property, then to move out westward to the perimeter. Small seedlings can be pulled by hand while larger plants should be treated with herbicide.
- Years 2-4:** Continue eradication of exotic plant species, being wary of opening up the canopy to help prevent colonization of invasive plant species. Focus on ensuring a closed canopy.

Years 5-10: Continue to monitor disturbed areas for exotic plant species and maintain the site with herbicide and pulling by hand as needed.

The following animal species are likely to occur at this site.

AVIAN SPECIES

VULTURES, HAWKS & FALCONS:

American Kestrel
Sharp-shinned hawk
Turkey vulture
Red-shouldered hawk
Red-tailed hawk
Swallow-tailed kite

OWLS:

Eastern screech-owl
Great horned owl

JAYS & CROWS:

Blue jay

VIREOS:

White-eyed Vireo
Yellow-throated Vireo

PIGEONS & DOVES:

Common Ground Dove
Mourning Dove
Ringed Turtle Dove

MOCKINGBIRDS:

Grey Catbird
Northern Mockingbird

THRUSHES:

American Robin

WARBLERS:

Pine warbler
Palm warbler

FINCHES & ALLIES:

Eastern phoebe
Northern cardinal
Painted bunting
Rufous-sided Towhee

WOODPECKERS:

Pileated Woodpecker
Northern flicker
Red-bellied Woodpecker

AMPHIBIANS AND HERPS

Corn snake
Yellow rat snake
Southern Ringneck Snake
Green tree frog
Brown anole

Everglades raver
Rough Green Snake
Five-lined Skink
Cuban tree frog
Green Anole

MAMMALS

Grey fox
Raccoon
Hispid Cotton Rat

Grey squirrel
Opposum
Least Shrew

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
Fed Endangered	listed as an endangered species by the Federal Government
Fed Threatened	listed as a threatened species by the Federal Government
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

Scientific Name	Common Name	Origin/Status
<i>Acalypha chamaedrifolia</i>	bastard copperleaf	N
<i>Albizia lebbbeck</i>	woman's tongue	E/EPPC (I)
<i>Ardisia elliptica</i>	shoebutton ardisia	E/EPPC (I)
<i>Bidens alba</i>	Spanish needles	N/R
<i>Bischofia javanica</i>	bishopwood	E/EPPC (I)
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Chiococca alba</i>	snowberry	N
<i>Coccothrinax argentata</i>	Florida silver palm	N/ FL threatened
<i>Crossopetalum ilicifolium</i>	quailberry	N/ FL threatened
<i>Croton linearis</i>	pineland croton	N
<i>Ficus aurea</i>	strangler fig	N
<i>Galium hispidum</i>	coastal bedstraw	N/
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC (I)
<i>Manilkara zapota</i>	Sapodilla	E/EPPC (II)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Myrsine cubana</i>	myrsine	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passionflower	N
<i>Picramnia pentandra</i>	Florida bitter bush	N/FL endangered
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Pimenta dioica</i>	allspice	E
<i>Pittosporum pentandrum</i>	Taiwanese cheesewood	E/EPPC (II)
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Sabal palmetto</i>	cabbage palm	N
<i>Schefflera actinophylla</i>	Queensland umbrellatree	E/EPPC (I)
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolia</i>	willow bustic	N

<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Syngonium aureum</i>	pothos vine	E/EPPC (I)
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	poision ivy	N
<i>Tradescantia spathacea</i>	oyster plant	E/EPPC (II)
<i>Trema micranthum</i>	nettletree	N
<i>Turnera ulmifolia</i>	yellow alder	E
<i>Vitis rotundifolia</i>	Muscadine grapevine	N
<i>Zamia pumila</i>	coontie	N

***Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.**

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, Keith Fleri hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Keith Fleri
SIGNATURE

8/12/13
DATE

I, _____ hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

SIGNATURE

DATE

ATTACHMENT G

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 14870 SW 238
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
6921-000-0110

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the

real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.
9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 15 day of August, 2013.

INDIVIDUAL

WITNESSES:

sign NRB
print Naiviv Rodriguez
sign WR
print Wilmarie Rosa
sign NRB
print Naiviv Rodriguez
sign WR
print Wilmarie Rosa

OWNER(S)

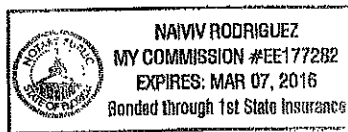
sign [Signature]
print Diane Lary
Address 14870 SW 238 ST, HOMESTEAD, FL 33032
sign [Signature]
print Todd Lary
Address 14870 SW 238 ST, HOMESTEAD, FL 33032

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 15 day of August, 2013, by Todd + Diannel Lary, who is personally known to me or who has produced FL Driver Lic to b's as identification and who did take an oath.

NOTARY PUBLIC:

Sign NRB
Print Naiviv Rodriguez
State of Florida at Large (Seal)
My Commission Expires: March 7, 2016

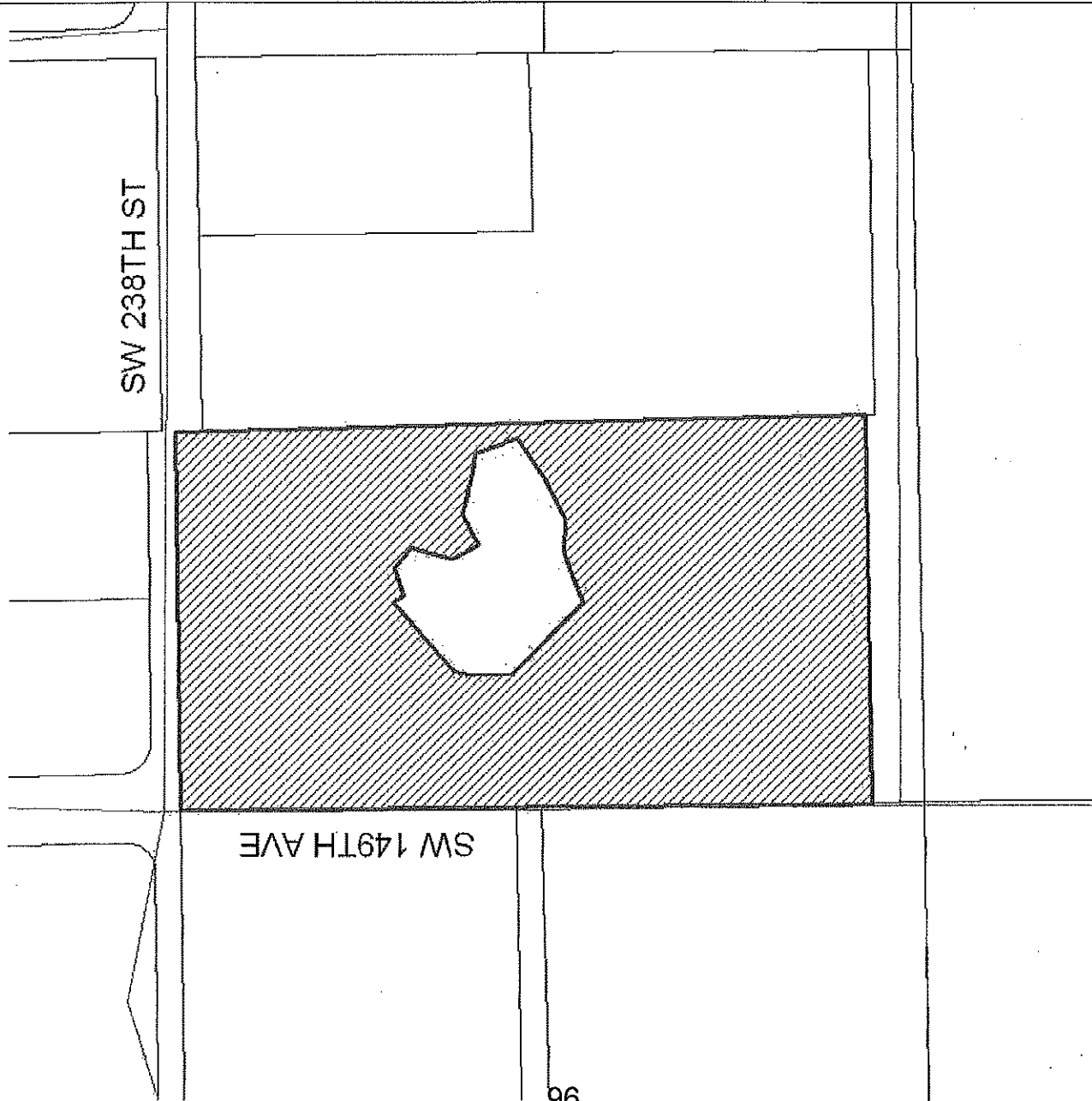


THIS INSTRUMENT PREPARED BY:
James G. Duncan, Biologist I
Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court,
Miami, Florida 33136




**EXHIBIT A
LEGAL DESCRIPTION**

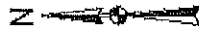
Folio Number:	30-6921-000-0110
Property Address:	14870 SW 238 ST
Legal description:	21 56 39 4.82 AC M/L W1/2 OF SW1/4 OF SE1/4 OF NE1/4 LESS S43FT FOR R/W & SUBJECT TO NFC RESTRICTION ON 3.6 AC PER R-1653-93 OR 16208- 0639 SUBJ TO EEL COVENANT ON 4.50 AC

Exhibit B Lary 30-6921-000-0110



LEGEND

-  EEL Covenant
Area = 4.50 Acres
-  All Streets
-  Parcels



Map created by J. Duncan
on 07/31/2013

SCALE: 1 inch = 205.71 Feet

Exhibit C
Management Plan
for Todd and Diane Lary

Location: 26955 SW 192 AVE, Miami-Dade County, Florida.

Size: 4.82 acre parcel
4.50 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-6921-000-0110

Forest Type: Pine Rockland and Tropical Hardwood Hammock

Location

The property is located in Section 21 of Township 56 South, Range 39. It is situated at the southeast corner of SW 138 Street and SW 149 Avenue.

Distance from nearest EEL site: approximately 2,250 feet from Silver Palm Hammock Addition.

Distance from nearest county-designated Natural Forest Community (NFC): 0 feet from folio: 30-6921-000-0120.

Property Information

The property consists of a rectangular-shaped parcel of undeveloped Pine Rockland transitioning to a Tropical Hardwood Hammock that contains a private residence in the center of the parcel. This property is bordered on the east and west by designated NFC communities. Residential land use is located on the northern boundary and vacant land runs along the southern border. Additionally 3.6 acres of subject site are designated as NFC (Pine Rockland) in 1984 by the Miami-Dade County Board of County Commissioners, via Resolution No. R-1764-84 and may be found on Miami-Dade County Natural Forest Community Map 34, T56 R39 S21, parcel B. NFCs are protected and regulated via Section 24-49 of the Code of Miami-Dade County.. (See exhibit A)

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pines. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A

sub-climatic community, pine rocklands have depended on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Tropical hardwood hammocks contain primarily broadleaf and mostly hardwood evergreen trees growing on outcrops of limestone. The closed canopy conditions typically found in hammocks creates a humid forest interior with low light levels. Under natural conditions this community is rarely subject to fire and forms dense forests in relatively small areas. Hammocks are floristically rich and harbor some of Florida's rarest plants and also serve as habitat for a wide array of animal species. Many of the rare plants harbored by this habitat are fern species found in geologically significant solution holes.

Present Condition

The natural plant community is typical of a mosaic of Pine Rockland with pockets of mature Tropical Hardwood Hammock and areas of a mixed transitional subcanopy and understory due to fire suppression. The understory consists of many typical Tropical Hardwood Hammock and Pine Rockland plant species. Portions of the site contain numerous specimen sized trees typical of a Tropical Hardwood Hammock. Additionally ten listed or/and endemic plant species are present these include: pineland allamanda (*Angadenia berteroi*), locust berry (*Byrsinoma lucida*), Florida silver palm (*Coccothrinax argentata*), satinleaf (*Chrysophyllum oliviforme*), lignumvitae (*Guaiacum sanctum*), Krug's holly (*Ilex krugiana*), shrub eupatorium (*Koanophyllum villosum*), *P. elliotii* var *densa*, West Indian lilac (*Tetrazygia bicolor*), and Keys wavyleaf noseburn (*Tragia saxicola*). The Pine Rockland area was planted with Slash Pine (*Pinus elliotii* var. *densa*) tree throughout.

Some exotic and invasive plant species were found on site. The most serious invasive plant species are Gold Coast jasmine (*Jasminum fluminense*) and pothos vine (*Syngonium aureum*). Additional invasive plant species include woman's tongue (*Albizia lebbek*), shrub vernena (*Lantana camara*), natal grass (*Melinis repens*), and bowstring hemp (*Sansevieria hyacinthoides*). Exotic plant species contribute a significant portion of the non-native plant cover. Two large landscape trees are located within the EEL covenant area; Mango (*Mangifera indica*) and Longan (*Dimocarpus longan*). Additional exotic plant species issues are yellow alder (*Turnera ulmifolia*) and card board palm (*Zamia furfuracea*). The property owner has been removing invasive species by hand pulling and/or treating with herbicides. The natural area contains greater than 10% exotic species.

The site contains relatively intact substrate with numerous geological features such as outcroppings and a large sinkhole. Two additional sinkholes have been recorded for the property. The property owner stated interest in a prescribed burn. Due to constraints, the property owner has instead been clearing woody understory mimicking the effects of fire.

The EEL Covenant qualifying portion of the property can be separated into a single management area. It can be noted that the site is an important part of a wildlife corridor in the considerably fragmented surrounding area. The site especially serves as a corridor for birds which can easily traverse the few miles between natural areas.

Ecological Goals

1. Maintain area to preserve natural plant community.
2. Provide suitable habitat for native wildlife
3. Eliminate non-native and control invasive plant species found on the site.

Management Goals

1. Eliminate exotic plant species from the interior of the site to achieve less than 3% exotic plant cover.
2. Continue to create open understory areas that promote regeneration of rare and diverse herbaceous plant species typical of the Pine Rocklands.
3. Eradicate exotic plants from covenanted area.
4. Allow natural regeneration of native plants.

Miami-Dade County Department of Regulatory and Economic Resources (RER) will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

Year 1-4: Hand remove and/or herbicide all invasive and exotic plant species within the site. Small seedlings can be pulled by hand while larger plants should be treated with herbicide. The focus should be on *J. fluminense* and *S. aureum*. Monitor exotic landscape features for seedling recruitment, especially *M. indica* and *D. longan*. The goal is to obtain 3% or less exotic plant cover. Continue to clear woody understory to mimic the effects of fire in pine rockland areas. Maintain firebreak trails clear of brush. Perform a prescribed burn if possible.

Years 5-10: Continue eradication of exotic plant species, monitor disturbed areas for exotic plant species and maintain the site with herbicide and pulling by hand as needed. Continue to clear woody understory to create an herbaceous understory in Pine Rockland areas. Maintain firebreak trails clear of brush.

The following animal species are likely to occur at this site.

AVIAN SPECIES

VULTURES, HAWKS & FALCONS:

American Kestrel
Sharp-shinned hawk
Turkey vulture
Red-shouldered hawk
Red-tailed hawk
Swallow-tailed kite

PIGEONS & DOVES:

Common Ground Dove
Mourning Dove
Ringed Turtle Dove

THRUSHES:

American Robin

FINCHES & ALLIES:

Eastern phoebe
Northern cardinal
Painted bunting
Rufous-sided Towhee

OWLS:

Eastern screech-owl
Great horned owl

JAYS & CROWS:

Blue jay

VIREOS:

White-eyed Vireo
Yellow-throated Vireo

MOCKINGBIRDS:

Grey Catbird
Northern Mockingbird

WARBLERS:

Pine warbler
Palm warbler

WOODPECKERS:

Pileated Woodpecker
Northern flicker
Red-bellied Woodpecker

AMPHIBIANS AND HERPS

Corn snake
Yellow rat snake
Southern Ringneck Snake
Green tree frog
Brown anole
Coral Snake

Everglades raver
Rough Green Snake
Five-lined Skink
Cuban tree frog
Green Anole

MAMMALS

Grey fox
Racoon
Hispid Cotton Rat

Grey squirrel
Opposum
Least Shrew

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
FL threatened	listed as a threatened species in the state of Florida
Fed Endangered	listed as an endangered species by the Federal Government
Fed Threatened	listed as a threatened species by the Federal Government
E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)


<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Albizia lebbek</i>	woman's tongue	E/EPPC (I)
<i>Angadenia berteroi</i>	pineland allamanda	N/FL threatened
<i>Bursera simaruba</i>	gumbo limbo	N
<i>Byrsinoma lucida</i>	locust berry	N/FL threatened
<i>Callicarpa americana</i>	American beauty berry	N
<i>Capparis cynophallophora</i>	Jamaica caper-tree	N
<i>Chiococca alba</i>	snowberry	N
<i>Coccothrinax argenteata</i>	Florida silver palm	N/FL threatened
<i>Chamaecrista deeringiana</i>	Deering's partridge pea	N
<i>Chamaecrista nictans</i> var <i>aspera</i>	hairy sensitive pea	N
<i>Chrysophyllum oliviforme</i>	satinleaf	N/FL threatened
<i>Dimocarpus longan</i>	longan	E
<i>Euphorbia cyathophora</i>	painted poinsettia	N
<i>Ficus aurea</i>	strangler fig	N
<i>Ficus citrifolia</i>	short-leaf fig	N
<i>Foresteria segregata</i>	privet	N
<i>Galium hispidum</i>	coastal bedstraw	N
<i>Guaiacum sanctum</i>	lignumvitae	N/FL endangered
<i>Guettarda scabra</i>	rough velvetseed	N
<i>Hamelia patens</i>	firebush	N
<i>Ilex krugiana</i>	Krug's holly	N/FL threatened
<i>Koanophyllum villosum</i>	shrub eupatorium	N/FL endangered
<i>Jasminum dichotomum</i>	Gold Coast jasmine	E/EPPC (I)
<i>Lantana camara</i>	Shrubverna	E/EPPC (I)
<i>Lysiloma latisiliquum</i>	wild tamarind	N
<i>Mangifera indica</i>	mango	E
<i>Melinis repens</i>	natal grass	E/EPPC (I)
<i>Metopium toxiferum</i>	poisonwood	N
<i>Morinda royoc</i>	cheese weed	N
<i>Myrica cerifera</i>	wax myrtle	N

<i>Myrsine cubana</i>	myrsine	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Passiflora suberosa</i>	corky stem passionflower	N
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N/Endemic
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	lacy bracken	N
<i>Psychotria nervosa</i>	wild coffee	N
<i>Quercus pumila</i>	running oak	N
<i>Quercus virginiana</i>	live oak	N
<i>Randia aculeata</i>	white indigoberry	N
<i>Rhynchospora floridensis</i>	Florida whitetop	N
<i>Rhus copallinum</i>	winged sumac	N
<i>Sansevieria hyacinthoides</i>	bowstring hemp	E/EPPC (II)
<i>Sabal palmetto</i>	cabbage palm	N
<i>Serenoa repens</i>	saw palmetto	N
<i>Sideroxylon salicifolia</i>	willow bustic	N
<i>Simarouba glauca</i>	paradise tree	N
<i>Smilax auriculata</i>	earleaf greenbrier	N
<i>Stachytarpheta jamaicensis</i>	blue porterweed	N
<i>Syngonium aureum</i>	pothos vine	E/EPPC (I)
<i>Tetrazygia bicolor</i>	West Indian lilac	N/FL threatened
<i>Toxicodendron radicans</i>	poison ivy	N
<i>Tragia saxicola</i>	Keys wavyleaf noseburn	N/FL threatened
<i>Trema micranthum</i>	nettletree	N
<i>Turnera ulmifolia</i>	yellow alder	E
<i>Vitis rotundifolia</i>	Muscadine grapevine	N
<i>Zamia furfuracea</i>	cardboard palm	E
<i>Zamia pumila</i>	coontie	N

*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.

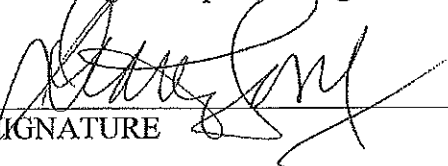
MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, TODD LARY hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

16 Aug 2013
DATE

I, DIANE LARY hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.


SIGNATURE

16 Aug 2013
DATE

ATTACHMENT H

COVENANT RUNNING WITH THE
LAND IN FAVOR OF MIAMI-DADE
COUNTY, FLORIDA, CONCERNING
ENVIRONMENTALLY ENDANGERED
LAND LOCATED AT 21100 SW 300
STREET, MIAMI-DADE COUNTY,
FLORIDA, CURRENTLY FOLIO # 30-
7809-000-0110

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A," attached hereto, and hereinafter called the "Property," and

IN ORDER TO ASSURE the County that the representations made by the Owner in the application, pursuant to Chapter 25B of the Code of Miami-Dade County and Section 193.501 of the Florida Statutes, will be abided by the Owner freely, voluntarily, and without duress, the Owner makes the following Covenant covering and running with the property:

1. The EEL Preservation Area on the Property, as shown on the map attached hereto as Exhibit B and incorporated herein by reference, shall be maintained in its present natural state.
2. The EEL Preservation Area on the Property shall be and the same is hereby subject to the conservation restrictions set forth in Exhibit C, which is attached hereto and incorporated herein by reference, including, but not limited to, the requirement that the Owner, shall maintain the EEL Preservation Area free of vegetation which is not native to Miami-Dade County, pursuant to Section 24-5 of the Code of Miami-Dade County and as determined by the Director of the Department of Regulatory and Economic Resources, or successor department, in his or her sole discretion. No native vegetation may be removed, trimmed, or destroyed in the EEL Preservation Area without prior written consent from the Director

or Director's designee of the Department of Regulatory and Economic Resources, or successor department.

3. **County Inspection and Requests for Curative Action.** As further part of this Covenant, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, shall have the right, upon written notification to the, then, owner(s) of the Property, as reflected in the Property Appraiser's records, to inspect the Property at reasonable times to determine whether the Property is being maintained in the manner required by this Covenant. Should the County determine after such an inspection that some curative action on the Property is necessary in order to preserve the terms of this covenant, the County shall notify the then, owner(s) in writing by Certified Mail, return receipt requested, at the address of record from the Property Appraiser's office,, of the particular curative action required and the reasons therefore. The, then, owner(s) shall have the right to appeal such proposed curative action to the Board of County Commissioners by filing a written objection with the Clerk of the Board within thirty (30) days after receipt of written notification of said proposed curative action and the reasons therefore.
4. **Covenant Running with the Land.** This Covenant on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida, together with a certified copy of the Board of County Commissioners' resolution accepting the covenant, and shall remain in full force and effect and be binding on undersigned Owner, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the

real property and for the benefit of Miami-Dade County and the public welfare. The Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Covenant does not in any way obligate or provide a limitation on the County. The Owner shall also send a copy of the recorded covenant and Board of County Commissioners' resolution accepting the covenant to the Miami-Dade County Property Appraiser.

5. **Term.** This Covenant is to run with the land and shall be binding on all parties and all persons claiming under it for a period of ten (10) years from the date this Covenant is recorded, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Covenant has first been modified or released by Miami-Dade County.

6. **Modification, Amendment, Release.** This Covenant may be modified, amended or released as to the land herein described, or any portion thereof, by written instrument executed by the, then, owner(s) of all of the Property, provided that the same is also approved by the Board of County Commissioners of Miami-Dade County, Florida. The release from this Covenant shall be made after public hearing and after a determination by the Board of County Commissioners of Miami-Dade County that such release would not adversely affect the interest of the public. Notice of said public hearing shall be published once a week for at least two (2) weeks in a newspaper of general circulation in Miami-Dade County, prior to said hearing. Furthermore, release of this Covenant shall only be made to the Owner upon payment of the deferred tax liability pursuant to Section 25B-17(b) of the Code of Miami-Dade County.

7. **Enforcement.** The, then, owner or anyone with the owner's knowledge or consent shall not use the Property in any manner inconsistent with the terms of this Covenant without first obtaining a written instrument from the Board of County Commissioners of Miami-Dade County which releases the Owner from the terms of the covenant, and which instrument must be promptly recorded in the public records of Miami-Dade County, Florida. Any violation of this section shall constitute a breach of this Covenant, for which the Board of County Commissioners may revoke the covenant and require the Owner to pay the deferred tax liability as such term is defined in Section 25B-17(b) of the Code of Miami-Dade County. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
8. **Renewal.** The current owner(s) of the property may apply to renew this covenant for successive ten (10) year periods following the termination of the term of this covenant. Applications for such renewals shall be submitted to the Miami-Dade County Department of Regulatory and Economic Resources, or successor department, and such applications for renewal may be approved administratively by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department. After approval of a renewal, the Owner shall record, at Owner's expense, a renewed covenant in the public records of Miami-Dade County, Florida. Said renewed covenant shall be in a form approved by the Director of the Miami-Dade County Department of Regulatory and Economic Resources, or successor department.
9. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to

constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such additional rights, remedies or privileges.

10. **Severability.** Invalidation of any one of these provisions, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
11. **Recording.** This Covenant, along with a certified copy of the resolution from the Board of County Commissioners accepting the Covenant, shall be filed of record in the public records of Miami-Dade County, Florida at the costs of the Owners after the effective date of the Board of County Commissioners' resolution accepting the Covenant.. This Covenant shall become effective immediately upon recordation.
12. **Acceptance of Covenant.** Acceptance of this Covenant does not obligate the County in any manner, nor does it entitle the Owner to approval of any application, and the Board of County Commissioners and the County retain full power and authority to deny each such application in whole or in part.
13. **Owner.** The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused this Covenant to be executed this 22nd day of July, 2013.

INDIVIDUAL

WITNESSES:

sign [Signature]

print Christine Coffin

sign [Signature]

print Don Grimsley

sign [Signature]

print Robert Perre

sign [Signature]

print Christie Morejon

OWNER(S):

sign Terry A Glancy

print TERRY A. GLANCY

Address 21100 SW 300 ST, Homestead, FL 33030

sign [Signature]

print BARBARA C. GLANCY

Address 21100 SW 300 St. Homestead FL 33030

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 22nd day of July, 2013, by Terry Glancy & Barbara Glancy, who is personally known to me or who has produced personally known as identification and who did take an oath.

NOTARY PUBLIC:



Sign [Signature]

Print Yolanda Pruneda

State of Florida at Large (Seal)

My Commission Expires: March 23, 2015

THIS INSTRUMENT PREPARED BY:

James G. Duncan, Biologist I

Miami-Dade County Department of Regulatory and Economic Resources
701 NW 1st Court,
Miami, Florida 33136

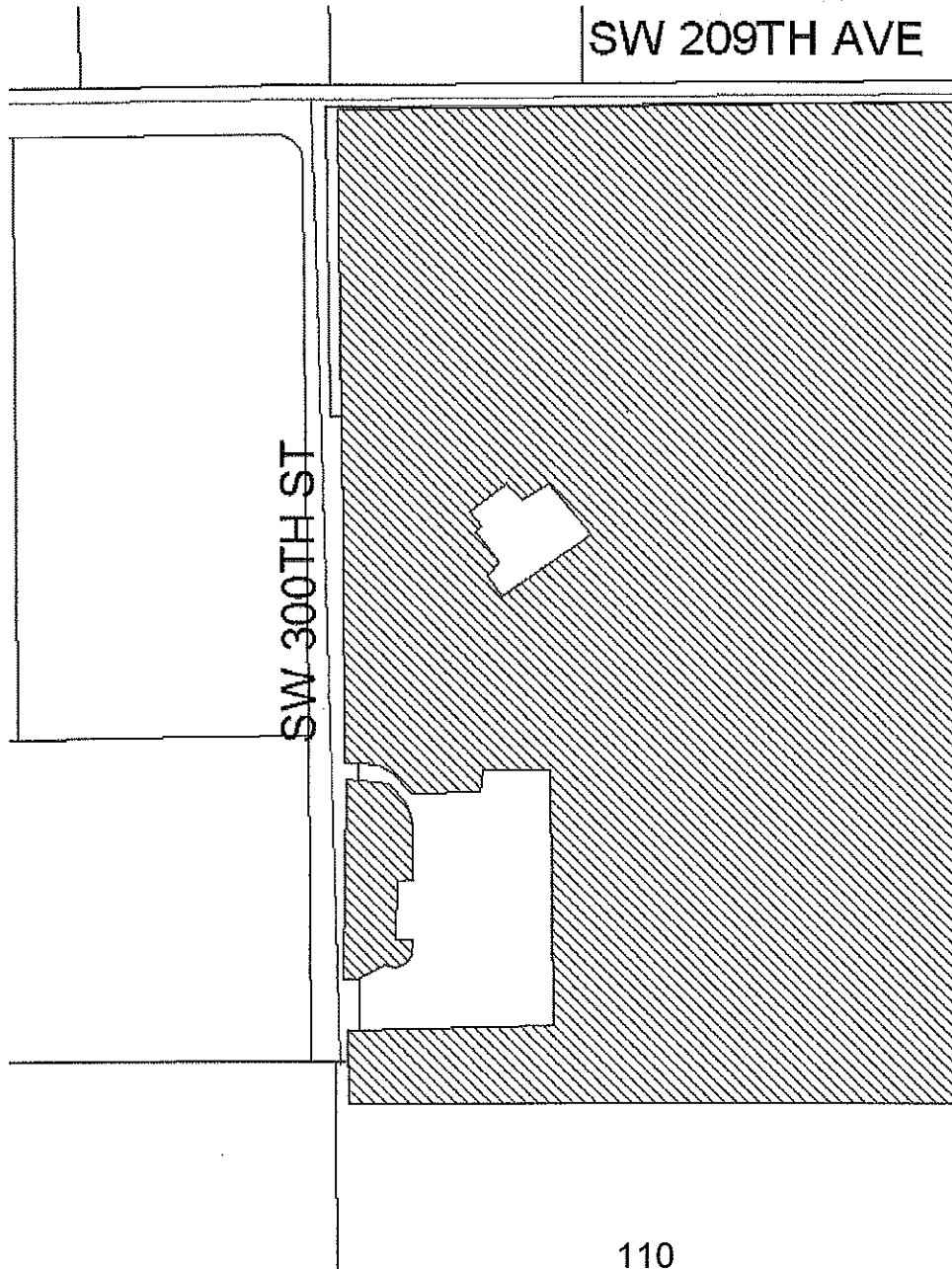
**EXHIBIT A
LEGAL DESCRIPTION**

Folio Number: 30-7809-000-0110





Property Address: 21100 SW 300 ST

Legal description: N1/2 OF SW1/4 OF NE1/4 LESS N25FT
OF E1/2 OF NW1/4 OF SW1/4 OF
NE1/4 & LESS N25FT OF W1/2 OF
NE1/4 OF SW1/4 OF NE1/4 FOR R/W
SUBJ TO EEL R-1653-93 ON 14.00 AC
EXP ON 12/31/13
SUBJ TO NFC ON 11.20 AC R-1653-93

Exhibit B Glancy 30-7809-000-0110



LEGEND

-  EEL Covenant
- Area = 14 Acres
-  Text Street Annotation
-  All Streets
-  Parcels



Map Created by J. Duncan on 07/18/2013
Data collected by J. Duncan and T. Joyner
on 06/27/2013

SCALE: 1 inch = 229.35 Feet

Exhibit C
Management Plan
for Terry A. & Barbara C. Glancy

Location: 21100 SW 300 St, Miami-Dade County, Florida.

Size: 19.63 acre parcel
14 acres qualify for an Environmentally Endangered Lands (EEL) covenant

Folio #: 30-7809-000-0110

Forest Type: Pine Rockland

Location

The property is located in Section 9 of Township 57 South, Range 38. It is located in the vicinity of SW 209 Avenue and SW 300 Street.

Distance from nearest EEL site: approximately 1,340 feet from Northrop Pineland.

Distance from nearest county-designated Natural Forest Community (NFC): < 20 feet from folio: 30-7809-000-0051.

Property Information

The property consists of a rectangular-shaped parcel of undeveloped pineland that contains a greenhouse and private residence on the northern portion of the parcel. This property is surrounded by agricultural lands on the southern and western boundaries, a natural forest along the northern boundary, and residential land use along the eastern boundary. Additionally, the subject site was designated as a Natural Forest Community (NFC) in 1984 via Resolution R-1764-84.

Pine rocklands were once South Florida's dominant plant community, occupying about 186,000 acres along the Miami rock ridge, which is a large limestone outcropping that extends south from the Miami River to Everglades National Park. Because of its high elevation, the Miami rock ridge was the first area to be impacted by development. The clearing of large tracts for development has now reduced pine rocklands to about 20,000 acres, most of which are now protected inside Everglades National Park. The pine rockland canopy is dominated almost exclusively by slash pine. Beneath this canopy lays a rich understory composed of grasses, sedges, palms, vines, shrubs and wildflowers of temperate and tropical origin, many of which are listed as endangered or threatened. A sub-climatic community, pine rocklands depend on fire to keep them from transitioning into hardwood hammocks. Fire exclusion has caused many properties that were formerly

pine rockland to either transition into hammock or become invaded by non-native invasive species. This has caused a net loss of biodiversity and the extinction or near extinction of several rare and unique plant species. Pine rocklands are South Florida's most floristically diverse plant community and contain several endemic species that are found nowhere else in the world. For this reason, the Florida Natural Areas Inventory (FNAI) classifies pine rocklands as globally imperiled. The implementation of this management plan helps reduce exotic plant infestations and also maintains and re-establishes federally and State listed plant species within Miami-Dade County, both of which are stated as objectives in CON-8 of the Miami-Dade County Comprehensive Development Master Plan (CDMP).

Present Condition

The EEL Covenant qualifying portion of the property can be separated into a single management area.

This natural area is supporting a high floral richness of native vegetation indicative of pine rocklands and contains high quality substrate including solution holes. This site is in excellent condition and appears to have some of the highest plant diversity of *any* pineland in Miami-Dade County. There have been several prescribed burns (1979, 1982, 1987, 1990, 1993, 1997, 2005, 2008, and 2011) and one wild fire (2000) at this site. Since 1992, slash pine tubelings have been replanted throughout the property in distinct island groupings using seed from Long Pine Key in ENP to preserve the exact genotype of *Pinus* that occurred on the property historically (1994, 1995, 1998, 2000, 2002, 2005, and 2006), as well as other native plant species. Since 2004, natural sprouting and growth of seedlings from the planted pine trees have occurred throughout the property. As a result of replanting, ongoing restoration, and maintenance practices, the EEL covenant area is of higher quality than any other EEL covenanted site in Miami-Dade County.

The understory of this pineland consist of many common species including sable palm (*Sabal palmetto*), saw palmetto (*Serenoa repens*), poisonwood (*Metopium toxiferum*), myrsine (*Myrsine cubana*), randis (*Randia aculeate*), locust berry (*Byrsonima lucida*), and several species of sedges, wild flowers and ferns.

Thirty eight listed and/or endemic plant species reportedly inhabit this site. Those that were observed during the most recent inspection include the silver palm (*Coccothrinax argentea*), pineland jacquemontia (*Jacquemontia curtissi*), rockland morning-glory (*Ipomea tenuissima*) and coontie (*Zamia pumila*) that are state-listed species, and Small's milkpea (*Galactia smallii*) which is federally listed as endangered.

Conclusion

The property contains several rare and state-listed plant species whose existence in the continental US is limited to this area. It is important to note that the current state and

overall excellent health of the pine rockland is due to the continuous commitment of the owner to the long term maintenance of the area as a natural preserve.

Overall, the site is in excellent condition and will continue to be maintained with future management efforts encouraged and supported by the EEL covenant. Future management of this property will center on continuing to control invasive exotic plants, vine control, supplemental native plantings and prescribed burns.

Ecological Goals

1. Maintain area to allow for continued preservation of herbaceous pine rockland species.
2. Promote regeneration and growth of pine rockland species to achieve an open canopy and uneven age class of slash pines.
3. Provide suitable habitat for native wildlife
4. Eliminate non-native and control invasive plant species found on the site.

Management Goals

1. Maintain invasive exotic plants to 3% or less coverage within the EEL covenanted area.
2. Maintain biodiversity of appropriate native plant species, focusing on rare and listed species.
3. Enhance the pine rockland by planting more pines and appropriate native pine rockland understory plants if necessary.
4. Continue to perform prescribed burns as necessary.
5. Control hardwoods .
6. Control native ruderal plants and vines.
7. Allow natural regeneration of native plants.

Miami-Dade County Department of Regulatory and Economic Resources (RER) will periodically inspect the property to ensure that management goals are achieved.

Management Techniques and Schedule

No heavy machinery is allowed within the site. All work must be done by hand (i.e. chainsaw, hand tools). Mowing within the covenanted areas is prohibited.

Years 1-10: Continue exotic and ruderal plant/ vine control to ensure 3% or less exotic coverage within the EEL covenanted area. Target invasives on the edges. Continue to selectively control hardwoods located within management area and allow for pine proliferation. Plant additional native species if needed.

Perform prescribed burns as needed (every 3-5 years) to maintain herbaceous pine rockland species.

The following animal species are likely to occur at this site. Please note the following list of fauna was prepared by Terry and Barbara Glancy on 07/07/1992.

AVIAN SPECIES

HERONS & ALLIES:

Cattle Egret
Great Blue Heron
Great Egret
Little Blue Heron
Snowy Egret

VULTURES, HAWKS & FALCONS:

American Kestrel
Bald Eagle
Merlin
Osprey
Peregrine Falcon
Red-Shouldered Hawk
Red-Tailed Hawk
Swallow Tail Kite
Turkey Vulture

SHOREBIRDS, GULLS & ALLIES:

Common Snipe
Laughing Gull
Piping Plover

PIGEONS & DOVES:

Common Ground Dove
Mourning Dove
Ringed Turtle Dove
White Crowned Pidgeon

BLACKBIRD & ALLIES:

Brown-headed Cowbird
Eastern Meadowlark
Northern Oriole
Red-winged Blackbird

WOODPECKERS:

Pileated Woodpecker
Downy Woodpecker

OWLS:

Barn Owl
Burrowing Owl
Common Screech-Owl

SWALLOWS:

Barn Swallow
Purple Martin

JAYS & CROWS:

Blue Jay

MOCKINGBIRDS:

Grey Catbird
Northern Mockingbird

THRUSHES:

American Robin

WAXWINGS:

Cedar Waxwing

VIREOS:

White-eyed Vireo
Yellow-throated Vireo

WARBLERS:

Black and White Warbler
Common Yellowthroat
Oven Bird
Yellow-Rumped Warbler

FINCHES & ALLIES:

Common Cardinal
Indigo Bunting
Painted Bunting
Rufous-sided Towhee
Sharp-tailed Sparrow

Common Flicker
Red-bellied Woodpecker

AMPHIBIANS AND HERPS

Dusky Pigmy Rattlesnake	Eastern Coral Snake
Eastern Diamondback Rattlesnake	Eastern Garter Snake
Eastern Indigo	Eastern Narrow Mouth Toad
Everglades Racer	Five-lined Skink
Florida Box Turtle	Florida Cottonmouth
Green Anole	Green Treefrog
Little Grass Frog	Pinewoods Treefrog
Rough Green Snake	Southern Black Racer
Southern Cricket Frog	Southern Ringneck Snake
Southern Spring Peeper	Squirrel Treefrog

MAMMALS

Bobcat	Cotton Mouse
Eastern Cottontail	Eastern Mole
Florida Mouse	Grey Fox
Hispid Cotton Rat	Least Shrew
Marsh Rabbit	Mexican Freetail Bat
Squirrel	

PLANT SPECIES LIST*

Plant taxa are listed by habit and origin. Key to Origin/Status codes:

N	native to South Florida
R	ruderal
FL endangered	listed as an endangered species in the state of Florida
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E	exotic to South Florida
EPPC I	category I as per Florida Exotic Pest Plant Council (most invasive)
EPPC II	category II as per Florida Exotic Pest Plant Council (invasive)

<u>Scientific Name</u>	<u>Common Name</u>	<u>Origin/Status</u>
<i>Abildgaardia ovate</i>	Flatspike Sedge	N
<i>Acacia pinetorum</i>	Pineland Acacia	N/ Endemic
<i>Acalypha chamaedrifolia</i>	Bastard Copperleaf	N
<i>Agalinis purpurea</i>	Purple False Foxglove	N
<i>Albizia lebeck</i>	Woman's Tongue	E / EPPC (I)
<i>Alvaradoa amorphoides</i>	Mexican alvaradoa	N/ FL endangered
<i>Ambrosia artemisiifolia</i>	Common Ragweed	N/ R
<i>Andropogon glomeratus</i> var. <i>pumilis</i>	Bushy Bluestem	N
<i>Andropogon longiberbis</i>	Hairy Bluestem	N
<i>Andropogon ternaries</i>	Splitbeard Bluestem	N
<i>Andropogon virginicus</i>	Broom Sedge	N
<i>Angadenia berteroi</i>	Pineland Allamanda	N / FL threatened
<i>Ardisia escallonioides</i>	Marlberry	N
<i>Argythamnia blodgettii</i>	Blodgett's Silverbush	N/ FL endangered
<i>Aristida purpurascens</i>	Arrowfeather threeawn	N
<i>Asclepias curassavica</i>	Tropical Milkweed	E
<i>Aster adnatus</i>	Scaleleaf Aster	N
<i>Ayenia euphrasifolia</i>	Eyebright Ayenia	N
<i>Baccharis halimifolia</i>	Saltbush; Sea-myrtle	N/ R
<i>Berlandiera subacaulis</i>	Florida Green-Eyes	N/ Endemic
<i>Bidens alba</i>	Spanish needles	N/ R
<i>Bouteloua hirsuta</i>	Hairy Gamma	N
<i>Bothriochloa pertusa</i>	Pitted Beardgrass	E
<i>Brickellia moseri</i>	Mosier's false boneset	N/ FL endangered
<i>Buchnera americana</i>	Bluehearts	N
<i>Bursera simaruba</i>	Gumbo Limbo	N
<i>Byrsonima lucida</i>	Locust Berry	N / FL threatened
<i>Callicarpa americana</i>	American Beautyberry	N
<i>Calypocarpus vialis</i>	Straggler's Daisey	E
<i>Capraria biflora</i>	Goatweed	N

<i>Cassytha filiforinis</i>	Love Vine; Devil's Gut	N
<i>Cenchrus gracillirius</i>	Slender Sandburr	N
<i>Centrosema virginianum</i>	Butterfly Pea	N
<i>Chamaecrista deeringiana</i>	Deering Partridge Pea	N
<i>Chamaecrista nictitans</i> var. <i>aspera</i>	Sensitive Pea	N
<i>Chamaesyce deltoidea</i> subsp. <i>pinetorum</i>	Pineland Sandmat	N/ FL endangered
<i>Chamaesyce hirta</i>	Pillpod Sandmat	N
<i>Chamaesyce hypericifolia</i>	Graceful Sandmat	N
<i>Chamaesyce mendezii</i>	Mendez's Sandmat	E
<i>Chamaesyce pergamena</i>	Rockland Spurge	N / FL threatened
<i>Chaptalia albicans</i>	White Sunbonnets	N / FL threatened
<i>Chiococca alba</i>	Snowberry	N
<i>Chromolaena odorata</i>	Jack-in-the-bush	N
<i>Cirsium horridulum</i>	Purple Thistle	N
<i>Clematis baltwinii</i>	Pine Hyacinth	N/ Endemic
<i>Cnidoscolus stimulosus</i>	Tread-Softly	N
<i>Coccothrinax argentata</i>	Florida silver palm	N / FL threatened
<i>Conoclinium coelestinum</i>	Blue Mistflower	N
<i>Conyza canadensis</i> var. <i>pusilla</i>	Dwarf Horseweed	N
<i>Crossopetalum ilicifolium</i>	Quailberry	N / FL threatened
<i>Crotalaria pumila</i>	Low Rattlebox	N
<i>Croton linearis</i>	Pineland Croton	N
<i>Croton lobatus</i>	Lobed Croton	N
<i>Cyanthillium cinereum</i>	Little Ironweed	E
<i>Cynanchum bodgetti</i>	Blodgett's Swallowwort	N / FL threatened
<i>Cyperus ligularis</i>	Swamp Flatsedge	N
<i>Cyperus polystachyos</i>	Manyspike Flatsedge	N
<i>Dalea carnea</i> var. <i>darnea</i>	White Tassels	N
<i>Dalia carnea</i>	Prarie Clover	N
<i>Desmodium incanum</i>	Zarabacoa Comun	N
<i>Desmodium marilandicum</i>	Smooth Ticktrefoil	N
<i>Desmodium tortuosum</i>	Dixie Ticktrefoil	E
<i>Desmodium triflorum</i>	Threeflower Ticktrefoil	E
<i>Dichanthelium aciculare</i>	Needleleaf Witchgrass	N
<i>Dichanthelium strigosum</i> var. <i>glabrescens</i>	Roughhair Witchgrass	N
<i>Digitaria filiformis</i> var. <i>dolichophylla</i>	Caribbean Crabgrass	N / FL threatened
<i>Digitaria filiformis</i> var. <i>filiformis</i>	Slender Crabgrass	N
<i>Dodonaea viscosa</i>	Varnishleaf	N
<i>Dyschoriste angusta</i>	Pineland Twinflower	N
<i>Echites umbellata</i>	Devil's Potato	N
<i>Eclipta prostrata</i>	False Daisey	N
<i>Eleocharis geniculata</i>	Canada Spikerush	N
<i>Eugenia axillaris</i>	White Stopper	N
<i>Euphorbia cyanthophora</i>	Painted Leaf	N
<i>Euphorbia pinetorum</i>	Rockland Poinsettia	N/ FL endangered
<i>Eragrostis ciliaris</i>	Gophertail Lovegrass	E

<i>Erechites hieracifolia</i>	Hawkweed, Fireweed	N
<i>Erigeron quercifolius</i>	Oakleaf Fleabane	N
<i>Ernodia cokeri</i>	Coker's Beach Creeper	N/ FL endangered
<i>Eupatorium capillifolium</i>	Dog Fennel	N/R
<i>Eustachys petraea</i>	Pinewoods Fingergrass	N
<i>Evolvus sericeus</i>	Silver Dwarf Morning-Glory	N
<i>Ficus aurea</i>	Strangler Fig	N
<i>Flaveria linearis</i>	Narrowleaf Yellowtops	N
<i>Forestiera segregata</i>	Florida Privet	N
<i>Galactia pinetorum</i>	Narrowleaf Milkpea	N/Endemic
<i>Galactia regularis</i>	Eastern Milkpea	N
<i>Galactia smallii</i>	Small's Milkpea	N/Fed endangered
<i>Galactia volubilis</i>	Narrowleaf Milkpea	N
<i>Galium hispidulum</i>	Coastal Bedstraw	N
<i>Gaura angustifolia</i>	Southern Beeblossom	N
<i>Guettarda elliptica</i>	Hammock Velvetseed	N
<i>Guettarda scabra</i>	Rough Velvetseed	N
<i>Hedyotis nigricans</i> var. <i>floridana</i>	Diamond Flowers	N
<i>Herissantia crispa</i>	Bladdermallow	N
<i>Hypoxis wrightii</i>	Brittleseed Yellow Stargrass	N
<i>Hyptis alata</i>	Musky Mint	N
<i>Indigofera miniata</i> var. <i>floridana</i>	Florida Coastal Indigo	N
<i>Indigofera spicata</i>	Trailing Indigo	E
<i>Imperata brasiliensis</i>	Brazilian Satintail	N
<i>Ipomea microdactyla</i>	Man-In-The-Ground	N/ FL endangered
<i>Ipomea tenuissima</i>	Rockland Morning-Glory	N/ FL endangered
<i>Ipomea triloba</i>	Three Lobe morning-Glory	E
<i>Jacquemontia curtisii</i>	Pineland Clustervine	N/ FL endangered
<i>Koanophyllon villosum</i>	Shrub Thoroughwort	N/ FL endangered
<i>Lantana camara</i>	Shrub Verbena	E/ EPCC (I)
<i>Lantana depressa</i>	Rockland Lantana	N/ FL endangered
<i>Lantana involucrata</i>	Buttonsage	N
<i>Leptochloa fascicularis</i>	Bearded Strangletop	N
<i>Liatris tenuifolia</i>	Shortleaf Gayfeather	N
<i>Linum carteri</i> var. <i>smallii</i>	Small's Flax	N/ FL endangered
<i>Macroptilium lathyroides</i>	Wild Bushbean	E
<i>Malvastrum corchorifolium</i>	False Mallow	N
<i>Melanthera nivea</i>	Snow Squarestem	N
<i>Melothria pendula</i>	Creeping Cucumber	N
<i>Metopium toxiferum</i>	Poisonwood	N
<i>Mikania scandens</i>	Climbing Hempvine	N
<i>Morinda royoc</i>	Cheese Shrub	N
<i>Myrsine cubana</i>	Myrsine	N
<i>Myrica cerifera</i>	Wax Myrtle	N
<i>Parthenocissus quinquefolia</i>	Virginia creeper	N
<i>Paspalum caespitosum</i>	Blue Crowngrass	N

<i>Paspalum conjugatum</i>	Hilograss	N
<i>Paspalum setaceum</i>	Thin Paspalum	N
<i>Paspalum urvillei</i>	Vaseygrass	N
<i>Passiflora suberosa</i>	Corky Stem Passionflower	N
<i>Pectis glaucescens</i>	Tea Blinkum	N
<i>Pectis prostrata</i>	Spreading Pinchweed	N
<i>Persea palustris</i>	Swamp Bay	N
<i>Phyllanthus pentaphyllus</i>	Fivepetal Leafflower	N/ Endemic
<i>Phyllanthus tenellus</i>	Mascarene Islad Leafflower	E
<i>Physalis walterii</i>	Walter's Ground-Cherry	N/ Endemic
<i>Pinus elliottii</i> var. <i>densa</i>	South Florida slash pine	N
<i>Piriqueta cistoides</i>	Pitted stripeeed	N
<i>Polygala grandiflora</i>	Showy Milkwort	N
<i>Polypremum procumbens</i>	Rustweed	N
<i>Psychotria nervosa</i>	Wild Coffee	N
<i>Pteridium aquilinum</i> var. <i>caudatum</i>	Lacy Bracken	N
<i>Pteris bahamensis</i>	Bahama Ladder Brake	N / FL threatened
<i>Pterocaulon pycnostachyum</i>	Blackroot; Rabbit Tobacco	N
<i>Quercus virginiana</i>	Live Oak	N
<i>Randia aculeata</i>	White Indigoberry	N
<i>Rhus copallinum</i>	Winged Sumac	N
<i>Rhynchelytrum repens</i>	Rose Natal Grass	E/ EPCC (I)
<i>Rhynchosia minima</i>	Least Snout Bean	N
<i>Rhynchosia reniformis</i>	Dollarweed	N
<i>Rhynchospora floridensis</i>	Florida Whitetop	N
<i>Rhynchospora globularis</i>	Globe Beak Sedge	N
<i>Rhynchospora grayi</i>	Grey's Beak Sedge	N
<i>Richardia grandiflora</i>	Mexican Clover	E
<i>Ruellia succulenta</i>	Wild Petunia	N/ Endemic
<i>Sabal palmetto</i>	Cabbage Palm	N
<i>Sachsia poycephala</i>	Bahama Sachsia	N / FL threatened
<i>Samolus ebracteatus</i>	Water Pimpernel	N
<i>Schinus terebinthifolius</i>	Brazilian Pepper	E / EPPC (I)
<i>Schyzacharium gracile</i>	Wire Bluestem	N
<i>Schyzachyrium sanguineum</i>	Crimson Bluestem	N
<i>Schyzachyrium scoparium</i>	Little Bluestem	N
<i>Scutellaria havanensis</i>	Havana Skullcap	N/ FL endangered
<i>Senna mexicana</i> var. <i>chapmanii</i>	Bahama Senna	N/ FL threatened
<i>Serenoa repens</i>	Saw Palmetto	N
<i>Sida acuta</i>	Commone Fireweed	N
<i>Sida elliotti</i>	Elliott's Fanpetal	N
<i>Sida rhombifolia</i>	Cuban Jute	N
<i>Sideroxylon reclinatum</i> var. <i>astrofloridense</i>	Everglades Bully	N/ Endemic
<i>Sideroxylon salicifolium</i>	Willow Busic	N
<i>Sisyrinchium angustifolium</i>	Narrowleaf Blue-Eyed Grass	N
<i>Smilax auriculata</i>	Earleaf Greenbrier	N

<i>Solidago leavenworthii</i>	Leavenworth's Goldenrod	N
<i>Solidago odora</i> var. <i>chapmanii</i>	Chapman's Goldenrod	N
<i>Solidago sempervirens</i>	Seaside Goldenrod	N
<i>Spermacoce assurgens</i>	Woodland False Buttonweed	N
<i>Spermacoce terminalis</i>	Everglades Key False...	N/ FL threatened
<i>Spermacoce verticillata</i>	Shrubby False Buttonweed	E
<i>Stachytarpheta jamaicensis</i>	Blue Porterweed	N
<i>Stylingia sylvetica</i>	Queen's Delight	N
<i>Tephrosia florida</i>	Florida Hoarypea	N
<i>Tetrazygia bicolor</i>	West Indian lilac	N / FL threatened
<i>Tillandsia balbisiana</i>	Northern Wild-Pine	N / FL threatened
<i>Tillandsia fasciculate</i> var. <i>densispica</i>	Cardinal Airplant	N / FL endangered
<i>Thelypteris kunthii</i>	Wood Fern	N
<i>Toxicodendron radicans</i>	Poison Ivy	N
<i>Tragia saxicola</i>	Florida Keys Noseburn	N / FL threatened
<i>Tragia urens</i>	Wavyleaf Noseburn	N
<i>Trema micranthum</i>	Nettletree	N
<i>Vernonia blodgettii</i>	Blodgett's Ironweed	N
<i>Vitis cinerea</i> var. <i>floridana</i>	Florida Grape	N
<i>Vitis rotundifolia</i>	Muscadine Grapevine	N
<i>Waltheria indica</i>	Sleepy Morning	N
<i>Zamia pumila</i>	Coontie	N

*Please note that this is not a complete plant species list. The list includes the plants that account for the highest percentage of overall biomass within the property.

MANAGEMENT PLAN AGREEMENT (must be signed by all owners)

I, TERRY A. Glancy hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Terry A. Glancy
SIGNATURE

7/20/2013
DATE

I, Barbara C. Glancy hereby certify that I have read and understood this management plan, and agree to follow its management recommendations.

Barbara C. Glancy
SIGNATURE

7/20/2013
DATE

(Space reserved for Clerk)

JOINDER BY MORTGAGEE
CORPORATION

The undersigned "MERS" Mortgage Electronic Registration Systems, Inc.
Delaware (state) corporation and Mortgagee under that certain mortgage from
Terrance A. Glancy and Barbara C. Glancy dated the 28th
day of April, 2007, and recorded in Official Records Book
26852, Page 3874, of the Public Records of Miami-Dade County, Florida,
covering all/or a portion of the property described in the foregoing agreement, does hereby
acknowledge that the terms of this agreement are and shall be binding upon the undersigned
and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 4th day of
September, 2013.

Witnesses:

Marilyn Cashman
Signature
Marilyn Cashman
Print Name
Natalie D. Davis
Signature
Natalie D. Davis
Print Name

"MERS" Mortgage Electronic Registration Systems, Inc.
acting solely as a nominee for leader and
Lender's Successors and assigns.

Name of Corporation
Address:
P.O. Box 2026
Flint, MI 48501-2026
By [Signature]
(President, Vice-President or CEO*)
Vice President
Print Name: Shelley L. Hess

[*Note: All others require attachment of original
corporate resolution of authorization]

STATE OF Maryland
COUNTY OF Washington

The foregoing instrument was acknowledged before me by Shelley L. Hess
the Vice President of "MERS" Mortgage Electronic Registration Systems, Inc.
(Title) (Name) corporation, on
behalf of the corporation. He/She is personally known to me or has produced
_____, as identification.

Witness my signature and official seal this 4th day of September
2013 in the County and State aforesaid.

Deborah A. Crummitt
(Signature)
Notary Public-State of Maryland
Deborah A. Crummitt
(Print Name)

My Commission Expires: May 5, 2016

